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12	UNITED STATES DISTRICT COURT	
13	NORTHERN DISTRICT OF CALIFORNIA	
14		
15	MARIANO ALANIZ, on behalf of himself and all others similarly situated,	Case No.
16	Plaintiff,	CLASS ACTION COMPLAINT
17	v.	
18	TOYOTA MOTOR CORPORATION; TOYOTA MOTOR SALES, U.S.A., INC.,	JURY TRIAL DEMANDED
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20	Defendants.	
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۷٥	CLASS ACTION COMPLAINT	
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Plaintiff Mariano Alaniz ("Plaintiff"), by and through his attorneys, makes the following allegations pursuant to the investigations of his counsel and upon information and belief, except as to the allegations specifically pertaining to himself or his counsel, which are based on personal knowledge:

INTRODUCTION

- 1. This is a class action lawsuit concerning a design defect in the braking system of Defendants Toyota Motor Corporation ("TMC") and Toyota Motor Sales, U.S.A., Inc.'s ("TMS") (collectively, "Defendants") 2010-2015 Prius and Prius PHV, 2012-2015 Prius V, 2012-2014 Camry Hybrid, and 2013-2015 Avalon Hybrid vehicles (the "Class Vehicles").
- 2. Specifically, the Class Vehicles contain defective brake booster pump assemblies (hereinafter, the "Brake Defect"). The Brake Defect impedes the Class Vehicles' ability to stop, posing a severe and material safety hazard. The Brake Defect will also cause owners of Class Vehicles to incur costly repairs while also reducing the resale and intrinsic value of the Class Vehicles.
- 3. The details of the Brake Defect are discussed at length in a September 19, 2019 Petition For Defect Investigation to the National Highway Traffic Safety Administration ("NHTSA") from Roger Hogan, the President of Claremont Toyota and Capistrano Toyota in Southern California (the "Petition"). A copy of the Petition is attached hereto as Exhibit A.
- 4. This is not the first time Toyota has manufactured and designed defective brake pump assemblies in its hybrid vehicles. Recalls were issued in 2013 (NHTSA ID 13V-235) and 2019 (NHTSA ID 19V-544) due to other Toyota Hybrid vehicles' defective brake pump assemblies.
- 5. Although Toyota has received numerous consumer complaints concerning the Brake Defect in Class Vehicles, the Class Vehicles were not covered by the 2013 or 2019 recalls. By intentionally excluding the Class Vehicles from either of the aforementioned recalls, Toyota has knowingly left over one million dangerous, defective vehicles on the road.
 - 6. The Class Vehicles are marketed as safe for use. Defendants failed to disclose the

Brake Defect to consumers, despite their knowledge that the Class Vehicles were defective and not fit for their intended purpose of providing consumers with safe and reliable transportation at the time of the sale and thereafter. Defendants have actively concealed the true nature and extent of the Brake Defect from Plaintiff and other Class members, and have failed to disclose it to them at the time of purchase or lease or thereafter. Had Plaintiff and Class members known about the Brake Defect, they would not have purchased and/or leased the Class Vehicles or would have paid less for them. As a result of their reliance on Defendants' omissions and/or misrepresentations, Class members have suffered an ascertainable loss of money, property, and/or loss in value of their Class Vehicles.

- 7. Despite notice of the Brake Defect from, among other things, pre-production testing, numerous consumer complaints, warranty data, and dealership repair orders, Defendants have not recalled the Class Vehicles to repair the Brake Defect, have not offered Class members a suitable repair or replacement free of charge, and have not offered to reimburse all Class members the costs they incurred relating to diagnosing and repairing the Brake Defect. Defendants have refused to repair or replace the Class Vehicles despite the fact that the Class Vehicles are under a comprehensive warranty, as explained in detail below. Thus, Defendants have wrongfully and intentionally transferred the cost of repair of the Brake Defect to Plaintiff and members of the Classes by fraudulently concealing the existence of the Brake Defect.
- 8. Under warranties provided to Plaintiff and members of the Classes, Defendants promised to repair or replace defective braking components arising out of defects in materials and/or workmanship, such as the Brake Defect, at no cost to owners or lessors of the Class Vehicles. Toyota offers a 36-month or 36,000-mile Basic Warranty that "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota." However, Toyota knew that the Brake Defect was likely to not manifest during the warranty period, and effectively transferred the cost of repair to Plaintiff and Class members.

¹https://www.toyota.com/t3Portal/document/omms-s/T-MMS-14Prius/pdf/2014 Toyota Prius WMG lr.pdf (last visited Feb. 18, 2020).

- 9. Defendants breached their express and implied warranties through which they promised to, *inter alia*, (1) provide Class Vehicles fit for the ordinary purpose for which they were sold; and (2) repair and correct manufacturing defects or defects in materials or workmanship of any parts they supplied, including in the braking system. Because the Brake Defect was present at the time of sale or lease of the Class Vehicles, Defendants are required to repair or replace the Class Vehicles pursuant to the terms of the warranty. Instead, Toyota has wrongfully shifted the cost of repairing the Brake Defect, or replacing the vehicle, to Class members. These costs are significant, and no reasonable consumer expects to incur such costs.
- 10. Knowledge and information regarding the Brake Defect is in the exclusive and superior possession of Defendants and their network of authorized dealers. Despite this, Defendants have failed to notify Plaintiff and Class members of the Brake Defect, who could not have reasonably discovered the defect through due diligence. Similarly, Toyota has failed to provide Class members with any fix or remedy for the Brake Defect, despite voluminous customer complaints.
- 11. Defendants misrepresented the standard, quality, or grade of the Class Vehicles and knowingly, actively, and affirmatively concealed the existence of the Brake Defect to increase profits and decrease costs by selling additional Class Vehicles and transferring the cost of the repair of the Brake Defect, or replacement of the vehicle, to Class members.
- 12. Defendants knowingly omitted, concealed and suppressed material facts regarding the Brake Defect, and misrepresented the standard, quality or grade of the Class Vehicles, which directly caused harm to Plaintiff and members of the Classes. As a direct result of Defendants' wrongful conduct, Plaintiff and members of the Classes have suffered damages, including, *inter alia*: (1) out-of-pocket expenses for repair of the Brake Defect; (2) costs for future repairs or replacements; and (3) sale of their vehicle at a loss.
- 13. Plaintiff and Class members therefore assert claims against Defendants for fraud, negligent misrepresentation, breach of express and implied warranties, violation of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., violation of the California Consumers Legal

Remedies Act, California Civil Code § 1750, et. seq. ("CLRA"), violation of the Unfair Competition Law, California Business & Professions Code § 17200, and unjust enrichment. As alleged herein, Defendants' wrongful conduct has harmed owners and lessors of the Class Vehicles, and Plaintiff and members of the Classes are entitled to damages and injunctive and declaratory relief.

THE PARTIES

- 14. Plaintiff Alaniz is a citizen of the State of California and resides in Novato, California. In or around December 2017, Plaintiff Alaniz purchased a 2014 Toyota Prius from a Toyota-authorized dealer, Toyota Marin in San Rafael, California, for his personal or household use. Plaintiff Alaniz has experienced the defect numerous times since purchasing his vehicle. On multiple occasions, Plaintiff has experienced difficulty coming to a stop despite applying pressure to the brakes. This has routinely resulted in increased stopping distances, posing a severe safety hazard to himself, other drivers, and pedestrians.
- 15. Unbeknownst to Plaintiff at the time of purchasing his Toyota, Plaintiff's vehicle contained the Brake Defect. None of the advertisements reviewed or representations received by Plaintiff and members of the Classes contained any disclosure relating to the Brake Defect in the Class Vehicles. Had Defendants disclosed the Brake Defect, Plaintiff would not have purchased his vehicle on the terms that he did, or he would have paid less for his vehicle.
- 16. When Plaintiff and Class members purchased or leased their Class Vehicles, they reasonably relied on the expectation that the Class Vehicles were free from defects such as the Brake Defect and/or would not pose an unavoidable safety risk. Had Defendants disclosed the Brake Defect, Plaintiff and Class members would not have purchased or leased the Class Vehicles or would have paid less for their vehicles.
- 17. The Class Vehicles were operated in a reasonably foreseeable manner and as the vehicles were intended to be used. Plaintiff and Class members have suffered an ascertainable loss as a result of Defendants' deceptive conduct, breach of warranty, common law and statutory duties, and omissions and/or misrepresentations associated with the Brake Defect, including but

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not limited to, out-of-pocket losses and/or the costs of future repairs or replacements, the price premium attributable to the brake booster pump assemblies, and diminished performance and value of their respective vehicles.

- 18. Neither Defendants nor any of their agents, dealers, or other representatives informed Plaintiff and Class members of the Brake Defect prior to the purchase or lease of the Class Vehicles, nor at any time thereafter.
- 19. Defendant Toyota Motor Corporation is a Japanese corporation with its principal place of business located at 1 Toyota-Cho, Toyota City, Aichi Prefecture, 471-8571, Japan. TMC is the parent corporation of Toyota Motor Sales, U.S.A., Inc. TMC, through its various entities, designs, manufactures, markets, distributes and sells Toyota, Lexus and Scion automobiles in California and throughout the United States and worldwide.
- 20. Defendant Toyota Motor Sales, U.S.A., Inc. is incorporated and headquartered in Plano, Texas. TMS is Toyota's U.S. sales and marketing arm, which oversees sales and other operations in 49 states. TMS distributes Toyota, Lexus, and Scion vehicles and sells these vehicles through its network of dealers. Money received from the purchase of a Toyota vehicle from a dealer flows from the dealer to TMS. Money received by the dealer from a purchaser can be traced to TMS and TMC.
- 21. TMC and TMS sell Toyota vehicles through a network of dealerships that are the agents of TMC and TMS. There exists, and at all times herein existed, a unity of ownership between TMC, TMS and their agents such that any individuality or separateness between them has ceased and each of them is the alter ego of the others. Upon information and belief, at all times mentioned herein, each Defendant was acting as an agent and/or employee of the other Defendant, and at all times mentioned was acting within the course and scope of said agency and/or employment with the full knowledge, permission, and consent of the other Defendant. In addition, each of the acts and/or omissions of each Defendant alleged herein were made known to, and ratified by, the other Defendant.
 - Upon information and belief, Defendant TMC communicates with Defendant 22.

TMS concerning virtually all aspects of the Toyota vehicles it distributes within the United States. At all relevant times, TMS acted as an authorized agent, representative, servant, employee and/or alter ego of TMC while performing activities including but not limited to advertising, warranties, warranty repairs, dissemination of technical information and monitoring the performance of Toyota vehicles in the United States, including substantial activities that occurred within this jurisdiction.

23. At all times relevant to this action, Defendants manufactured, distributed, sold, leased, and warranted the Class Vehicles under the Toyota brand name throughout the United States. Defendants and/or their agents designed and manufactured the Class Vehicles. Defendants and/or their agents also developed and disseminated the owner's manuals and warranty booklets and information, advertisements, and other promotional materials relating to the Class Vehicles.

JURISDICTION AND VENUE

- 24. This Court has subject matter jurisdiction under 28 U.S.C. § 1331. This Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367.
- 25. This Court has original subject-matter jurisdiction over this proposed class action pursuant to 28 U.S.C. § 1332(d), which, under the provisions of the Class Action Fairness Act ("CAFA"), explicitly provides for the original jurisdiction of the federal courts in any class action in which at least 100 members are in the proposed plaintiff class, any member of the plaintiff class is a citizen of a State different from any defendant, and the matter in controversy exceeds the sum of \$5,000,000.00, exclusive of interest and costs. Plaintiff allege that the total claims of individual members of the proposed Class (as defined herein) are well in excess of \$5,000,000.00 in the aggregate, exclusive of interest and costs.
- 26. Pursuant to 28 U.S.C. § 1391, this Court is the proper venue for this action because a substantial part of the events, omissions, and acts giving rise to the claims herein occurred in this District.

FACTUAL BACKGROUND

A. The Class Vehicles All Suffer From The Same Braking Defect

- 27. The Class Vehicles suffer from the Brake Defect, which is capable of leading to complete failure of their braking systems. The Brake Defect materially threatens the health and safety of drivers and passengers in the Class Vehicles.
- 28. Plaintiff and numerous Class Vehicle owners and lessees have reported that the Brake Defect has caused brake failures, effectively making their brakes inoperative under normal driving conditions.
- 29. In September of 2019, the Petition was submitted by Mr. Roger Hogan, the President of two Toyota Dealerships in Southern California. In the Petition, Mr. Hogan provides an overview of the Toyota Brake Defect and how Toyota has recklessly put profits in front of public safety.
- 30. In June 2013, Toyota undertook a voluntary safety recall to "address an issue with the brake booster pump assembly." Toyota Safety Recall 13V-235.² In the Defect Information Report that Toyota sent to the NHTSA, Toyota described the problem as one caused by "brake pressure accumulators consisting of a metal plunger containing brake fluid encased in a metal housing." *Id.* Toyota explained that the "plunger is designed with metal pleated bellows to allow for motion," and that "nitrogen gas is sealed between the plunger and the housing." *Id.* The recall was issued because Toyota recognized the "possibility that a fatigue crack could develop in the bellows due to the vertical vibration of the plunger while driving." *Id.* Toyota's concern was that if this occurred, "nitrogen gas could lead into the brake fluid and gradually cause the brake pedal stroke to become longer, resulting in decreased hydraulic pressure." *Id.* The condition "could affect stopping distance and increase the risk of a crash." *Id.*; *see also* Petition at 5.
- 31. Toyota investigated this potential flaw from May 2010-October 2011, a period of nearly 18 months. Toyota determined that one potential cause of the cracking was that "location of the weld points . . . could create a tendency for cracks to develop near the weld points." Toyota

² https://static.nhtsa.gov/odi/rcl/2013/RCMN-13V235-9056.pdf (last visited Feb. 18, 2020).

did additional testing and ruled out that explanation but determined that "some accumulators experienced larger impact forces despite the same test conditions." What Toyota found was "variation in the amount of clearance between the metal housing and the bellows." Toyota confirmed that the amount of clearance was related to the variation in impact force being exerted onto the bellows. After additional testing, Toyota determined that "if the amount of clearance is large, large impact forces may be exerted onto the metal bellows, which could result in gradual damage to the bellows."

- 32. While Toyota voluntarily undertook to recall vehicles with this problem, the recall was carefully limited only to certain 2010 Toyota Prius and Lexus HS250h vehicles. Toyota has not recalled any of the Class Vehicles. Instead, on September 4, 2019, Toyota issued Technical Service Bulletin (TSB) 0130-19 for 2012-2014 Camry Hybrids and 2013-2015 Avalon Hybrids. Petition at 2. TSB 0130-19 states that the covered condition "may be caused by a small internal brake fluid leak in the brake booster assembly with master cylinder," similar to the circumstances that triggered Toyota's 2013 recall. *Id.* This brake fluid leak results in certain diagnostic trouble codes ("DTCs") that, when triggered, Toyota will cover the cost of repair under an extended warranty program. *Id.* A week after Toyota issued TSB 0130-19, Toyota explained that there had been "certain internal malfunctions of the Brake Booster Assembly" in 2012-2014 Camry hybrids and 2013- 2015 Avalon hybrids. *Id.*
- 33. Just recently, Toyota commenced another safety recall in July 2019 for certain Lexus vehicles with brake problems.³ In its report to the NHTSA on the recall, Toyota explained that a certain number of Lexus vehicles "had a brake booster pump containing a plastic brush holder produced with an improper shape." *Id.* Because of the brush holder's improper shape, there was a "possibility that the plastic brush holder may have become stuck in the brush holder." Should that occur, Toyota explained that "the brush would be unable to maintain an electrical connection within the motor and may cause the pump motor to stop operating." *Id.* And if that happened, Toyota explained, the result could be a "sudden and complete loss of braking assist,"

³ https://static.nhtsa.gov/odi/rcl/2019/RCLRPT-19V544-1026.pdf (last visited Feb. 18, 2020).

increasing stopping distance and, ultimately, the risk of a crash. *Id.* Toyota deemed this risk sufficient to engage in a prophylactic safety recall of these vehicles so as to avoid any such potential tragedy.

- 34. These recalls involved a relatively small number of vehicles, but the Toyota Brake Defect alleged herein affects hundreds of thousands more vehicles which were not included; Toyota seeks to avoid the responsibility and expense of making these vehicles sound to drive. But there is very little, if any, difference between the circumstances of the Toyota Brake Defect and the defects that led to both of Toyota's earlier brake system-related safety recalls. The primary distinguishing characteristic is the scope of the problem: It will be very expensive for Toyota to repair the defect in hundreds of thousands of vehicles.
- 35. In the Petition, Mr. Hogan reports that the DTCs covered by Toyota's post-failure warranty enhancement plan for the Toyota Brake Defect are the same as those codes which present an unreasonable risk to safety under Toyota's earlier recalls. *See, e.g.*, Petition. In particular, DTC C1256 is triggered when there is a "significant drop in accumulator pressure." Petition at 4. This DTC is being stored at "alarmingly high rates in hybrids" that remain excluded from Toyota's safety recalls. *Id.* Toyota knows that these defects implicate basic safety features of the vehicle, and that the defect puts lives at risk. In fact, Toyota gets real-time transmission of DCs and freeze frame data from hybrids with failed brakes through the Techstream tool at its franchise dealerships. Petition at 5. Nevertheless, Toyota refuses to repair these defects until after a failure occurs, instead requiring unsuspecting consumers to bear this risk.

B. Toyota Has Known About The Brake Defect For Years

36. Toyota became aware of the Brake Defect through sources not available to Plaintiff and members of the Classes, including, but not limited to: pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made exclusively to Toyota's network of dealers and directly to Toyota, aggregate warranty data compiled from Toyota's network of dealers, testing conducted by Toyota in response to consumer complaints, and repair order and parts data received by Toyota

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from Toyota's network of dealers and suppliers.

- 37. Toyota had and continues to have a duty to fully disclose the true nature of the Brake Defect to Class Vehicle owners, among other reasons, because the Brake Defect poses an unreasonable safety hazard; because Toyota had and has exclusive knowledge or access to material facts about the Class Vehicles' braking systems that were and are not known to or reasonably discoverable by Plaintiff and the other members of the Classes; and because Toyota has actively concealed the Brake Defect from its customers at the time of purchase or repair and thereafter.
- 38. Specifically, Defendants: (a) failed to disclose, at the time of purchase or repair and thereafter, any and all known material defects or material nonconformities of the Class Vehicles, including the Brake Defect; (b) failed to disclose, at the time of purchase or repair and thereafter, that the Class Vehicles and their braking systems were not in good working order, were defective and prone to failure, and were not fit for their intended purpose; and (c) failed to disclose and/or actively concealed the fact that the Class Vehicles and their braking systems were defective, despite the fact that Defendant learned of the Brake Defect before it placed the Class Vehicles in the stream of commerce.
- 39. Toyota also has constantly tracked the National Highway Traffic Safety Administration ("NHTSA") database to track reports of defective braking systems. From this source, Toyota knew that the Class Vehicles were experiencing unusually high levels of false engagements causing abrupt slow-downs or stops; or deactivations.
- 40. "Toyota's decision to provide a reactionary, post-failure repair instead of a *preventative* safety recall remedy explain many of the crashes and injuries on NHTSA's safecar.gov website." Petition pg. 6. Consumer complaints began with the 2010 Toyota Prius:

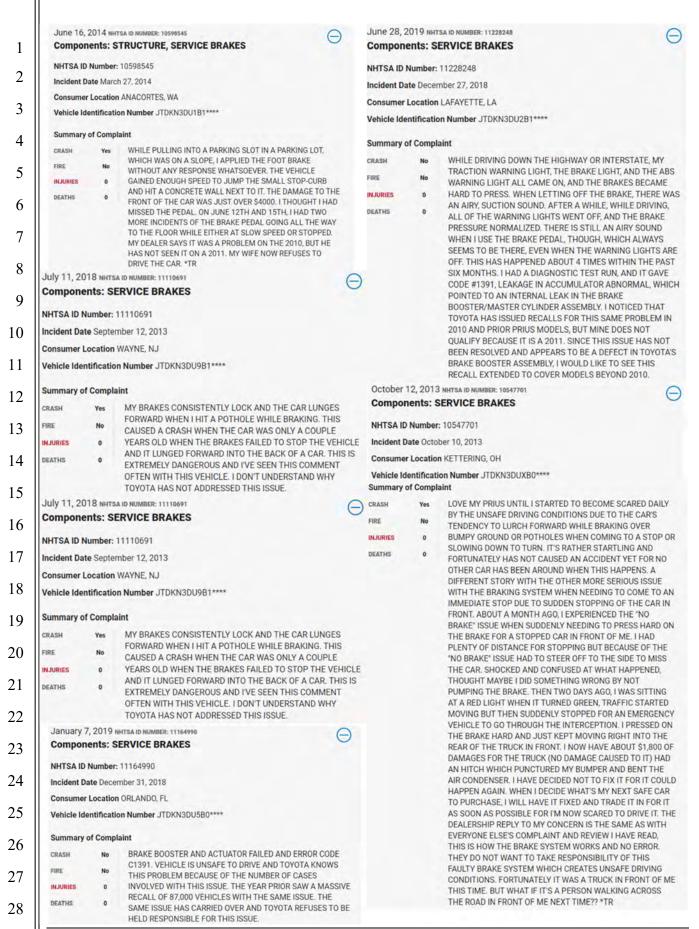
May 25, 2016 NHTSA ID NUMBER: 10870866 December 1, 2016 NHTSA ID NUMBER: 10929397 1 Components: SERVICE BRAKES, ELECTRICAL SYSTEM, Components: SERVICE BRAKES VEHICLE SPEED CONTROL 2 NHTSA ID Number: 10929397 NHTSA ID Number: 10870866 Incident Date November 30, 2016 Incident Date May 25, 2016 3 Consumer Location PENGILLY, MN Consumer Location HENDERSON, NV Vehicle Identification Number JTDKN3DU7A1**** Vehicle Identification Number JTDKN3DU3A0**** 4 Summary of Complaint **Summary of Complaint** COMPLETE BRAKE FAILURE WHEN STOPPING FOR STOPLIGHT 5 ON 05/25/2016 AT ABOUT 9AM, WHILE IN MOTION AT A RATE CRASH Yes CRASH Yes ON HWY 53/MIDWAY ROAD, RESULTING IN 3 CAR ACCIDENT. OF SPEED APPROX 25 MPH ON A STREET DURING FIRE THIS WAS THE SECOND BRAKE FAILURE. CONSTRUCTION (DON'T KNOW IF THE BUMPY ROAD HAD INJURIES 6 INJURIES ANYTHING TO DO WITH IT), THE CHANGE OIL SOON LIGHT THE FIRST COMPLETE BRAKE FAILURE HAPPENED WHEN APPEARED AND SECONDS LATER ALL THE LIGHTS ON THE DEATHS DEATHS DASH CAME ON WITH THE MESSAGE TO CHECK THE "CHECK BACKING OUT OF PARKING SPACE AT WORK LOCATION. HYBRID SYSTEM". I TRIED TO STOP THE VEHICLE AND IT KEPT BRAKES WERE PRESSED, CAR KEPT BACKING UP HITTING A ACCELERATING, I PRESSED ON THE BREAKS REALLY HARD PARKED CAR BEHIND US. AND THE TRACTION CONTROL LIGHT KEPT FLASHING ON AND 8 OFF LIKE CRAZY BUT IT BARELY HAD ANY IMPACT. ALTHOUGH AFTER THE FIRST FAILURE THE LOCAL TOYOTA DEALERSHIP THE VEHICLE SLOWED, IT DID NOT COME TO A FULL STOP, I DROVE THE CAR AND ALSO EXPERIENCED TOTAL BRAKE LOSS ENDED UP HITTING THE VEHICLE IN FRONT OF ME. THANK AFTER DRIVING IT FOR A BIT. THE TOYOTA DEALERSHIP 9 GOD IT WAS A TRUCK AND AS ABLE TO STOP THE CAR FROM REPLACE THE BRAKE CYLINDER ASSEMBLY. *TR MOVING FURTHER OR I COULD OF ENDED UP IN THE MIDDLE OF AN INTERSECTION. AFTER THE COLLISION, THE CAR October 19, 2017 NHTSA ID NUMBER: 11034572 10 WOULD NOT STOP ALTHOUGH THE PARK BUTTON WAS Components: SERVICE BRAKES PRESSED AND LIGHT WAS ON. I EVEN TRIED TURNING OFF THE VEHICLE AND THE VEHICLE STAYED ON AND IN DRIVE, I NHTSA ID Number: 11034572 11 ENDED UP IN THE HOSPITAL AND DON'T KNOW HOW IT EVENTUALLY GOT TURNED OFF BUT THAT WAS VERY Incident Date October 17, 2017 FRIGHTENING. I HAD MY CHILDREN IN THE CAR. ON IMPACT, 12 THE SEAT BELTS DID NOT EVEN TIGHTEN. Consumer Location LA MESA, CA Vehicle Identification Number JTDKN3DU8A0**** 13 **Summary of Complaint** February 19, 2018 NHTSA ID NUMBER: 11073636 THE BRAKES SEEM TO DISENGAGE FOR A SECOND AT CRASH Yes 14 **Components: SERVICE BRAKES** RANDOM TIMES WHILE PRESSING ON THEM IN A NORMAL FIRE MANOR. I DRIVE EVERY DAY ABUT 20 MILES AND THIS SEEMS TO HAPPEN ABOUT ONCE A MONTH. I DIDN□T THINK MUCH NHTSA ID Number: 11073636 15 OF IT UNTIL A FEW DAYS AGO WHEN I HAD TO SLAM ON MY Incident Date February 12, 2018 BREAKS TO TRY AND AVOID AN ACCIDENT, DURING THAT Consumer Location BALTIMORE, MD INCIDENT THEY DISENGAGED FOR A SECOND AGAIN. THIS 16 WAS A SECOND TOO LONG AND I WAS UNABLE TO AVOID A Vehicle Identification Number JTDKN3DU9A5**** COLLISION, I LOOKED THIS UP AFTER MY ACCIDENT AND I 17 SURPRISINGLY SAW SIMILAR REPORTS ON GOOGLE FOR MY Summary of Complaint CAR. BUT IT LOOKS LIKE TOYOTA IS SAYING THAT IT DOESNOT ABS LIGHT STAYS ON, I HAVE NO BRAKES WHEN EMERGENCY June 27, 2018 NHTSA ID NUMBER: 11104163 BRAKING, THERE WAS A TOYOTA PRIUS RECALL ON BRAKE 18 FIRE Components: AIR BAGS, STRUCTURE, SERVICE BRAKES MASTER CYLINDER AND BOOSTER PUMP BUT TOYOTA SAID IT WAS NOT FOR MY VEHICLE. MY PROBLEM IS EXACTLY THE 19 SAME PROBLEM AS OTHER PRIUS BRAKE RECALLS BUT NHTSA ID Number: 11104163 DEATHS TOYOTA WILL NOT COVER IT. LESS THEN 65,000 MILES ON THE Incident Date June 21, 2018 CAR. HOW CAN A MASTER CYL BE BAD BY NOW, THEY USUALLY LAST OVER 100,000 MILES, VERY UNSAFE, AND MAY 20 Consumer Location MORRO BAY, CA KILL SOMEONE. THIS SHOULD BE COVERED BY TOYOTA WITH Vehicle Identification Number JTDKN3DU8A0**** ALL THE OTHER BRAKE RECALL PROBLEMS WITH THIS YEAR 21 AND MODEL. I HAD TO SLAM ON MY BRAKES BUT MY CAR WOULD NOT STOP CAUSING ME TO RUN INTO A WALL AT THE **Summary of Complaint** BALTIMORE HARBOR TUNNEL. THIS IS A RECALL AND LETTERS I WAS ON THE FREEWAY IN TRAFFIC, GOING 60 MPH. THERE 22 WERE SENT OUT BY TOYOTA ABOUT THIS FAULTY BRAKING CRASH BUT NOW TOYOTA WILL NOT HONOR THE RECALL WAS ROAD CONSTRUCTION COMING UP AHEAD. I DEPRESSED FIRE THE BRAKE PEDAL AND NOTHING HAPPENED. THE CAR 23 DIDNOT SLOW DOWN AT ALL AND I CRASHED INTO ANOTHER INJURIES VEHICLE, MY CAR WAS MANUFACTURED WHEN THE DEATHS □VOLUNTARY SAFETY RECALL□ BY TOYOTA WAS SUPPOSED 24 TO ADDRESS THIS, BUT I RECEIVED NO NOTIFICATION, NOR DID THOUSAND OAKS TOYOTA, WHERE I HAD THE CAR SERVICED, COMMUNICATE ABOUT IT. 25 26

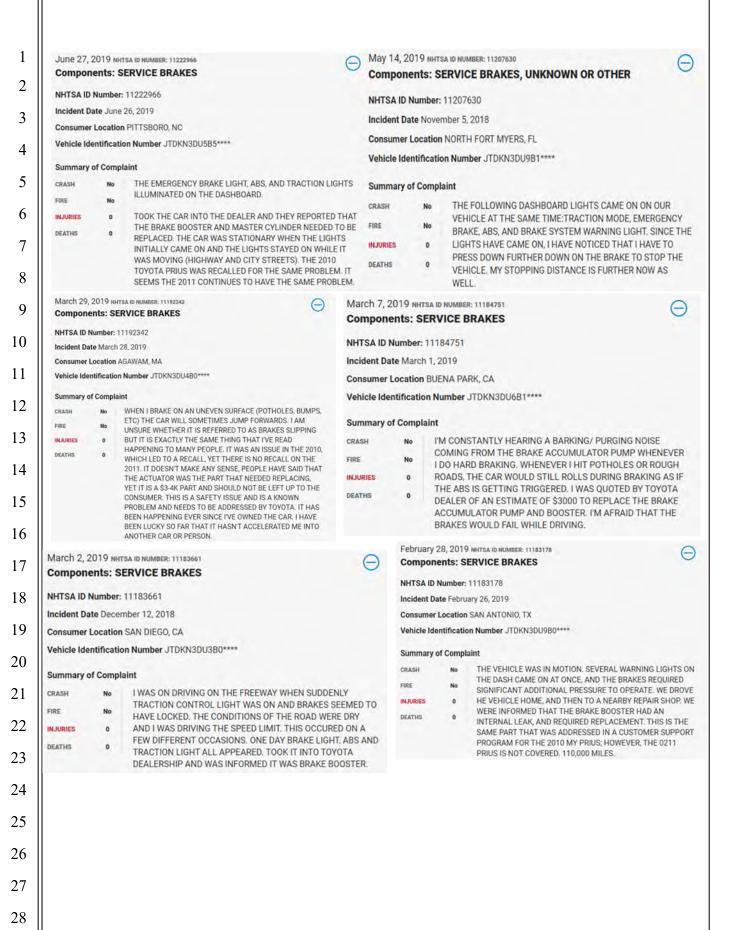
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1 41. Complaints for the 2011 Toyota Prius are similar: June 13, 2019 NHTSA ID NUMBER: 11219901 January 1, 2019 NHTSA ID NUMBER: 11164336 2 Components: SERVICE BRAKES Components: SERVICE BRAKES 3 NHTSA ID Number: 11219901 NHTSA ID Number: 11164336 Incident Date November 2, 2018 Incident Date January 15, 2019 4 Consumer Location BOCA RATON, FL Consumer Location HOUSTON, TX Vehicle Identification Number JTDKN3DU7B1**** Vehicle Identification Number JTDKN3DU5B5**** 5 **Summary of Complaint Summary of Complaint** MY CAR ONLY HAD 120K MILES AND THE BREAK BOOSTOR CRASH 6 MY CAR WAS PARKED ON THE STREET, I GOT INTO IT, TURNED AND ACTUATOR BREAKS DOWN WHILE WE WERE ON THE IT ON, SHIFTED TO DRIVING AND STARTED PROCEEDING ROAD, MY WIFE DRIVES THE CAR WITH MY 3-CHILDRENS, SHE FORWARD. I THEN NOTICED 3 LIGHTS (THE ABS LIGHT, BRAKE INJURIES WAS ALMOST HIT THE OTHER CAR ON HIGHWAY BECAUSE 7 THE BREAKS SYSTEM STOPS WORKING AT NORMAL MODE LIGHT, AND TRACTION CONTROL LIGHT) SUDDENLY 0 DEATHS THE DASH BOARD SHOWS ALL KINDS OF BREAK, TRACTION APPEARED ON THE DASHBOARD, NOTHING OUT OF THE DEATHS CONTROL AND ABS LIGHTS. THIS IS A LIFE THREATNING. ORDINARY OCCURRED PRIOR TO THE LIGHT COMING ON, IT 8 ISSUE AND TOYOT NEEDS TO REPLACE THIS PART WITH NO JUST SUDDENLY APPEARED. CHARGE BECASUE IT HAS A MANUFACTURING DEFECTS AND THOUSANDS OF PRIUS OWNER HAS THE SAME ISSU. 9 THE ERROR CODE IN THE COMPUTER SYSTEM READ C1391. February 14, 2013 NHTSA ID NUMBER: 10498096 THE DETAILS READ THERE WAS "ABNORMAL LEAK IN Components: SERVICE BRAKES, SEATS, AIR BAGS ACCUMULATOR". 10 NHTSA ID Number: 10498096 THE CAR NO LONGER DRIVES SAFELY. IF THE BRAKES ARE Incident Date February 10, 2013 PRESSED SUDDENLY THE CAR SKIDS INSTEAD OF SLOWING 11 DOWN. IN ORDER FOR THE CAR TO COME TO A COMPLETE Consumer Location KIRKI AND WA STOP A LOT MORE PRESSURE HAS TO BE APPLIED TO THE Vehicle Identification Number JTDKN3DU2B0**** 12 BRAKE COMPARED TO BEFORE ABS PROBLEM. THE STOPPING **Summary of Complaint** DISTANCE HAS INCREASED BY APPROXIMATELY TWICE ITS LENGTH. THE CAR IS NO LONGER CAPABLE OF SHARP TURNS, LAM AN EXCELLENT DRIVER, I PURCHASED THIS PRIUS IN THE 13 CRASH Yes THE BACK END OF THE CAR SKIDS DANGEROUSLY LEFT OR SUMMER OF 2011. WE (MY WIFE AND YOUNG DAUGHTER) FIRE RIGHT WHILE TURNING, DEPENDING ON THE DIRECTION THE WERE PROCEEDING ON JUANITA DRIVE N.E. IN KIRKLAND, WA. MY WIFE AND I AGREE THAT OUR SPEED WAS DRIVER IS TURNING. THE BRAKING, HANDLING AND CONTROL 14 INJURIES APPROXIMATELY 30-33 MPH AND THAT THERE WERE OF THE CAR DECREASES SO MUCH WHEN THE ROADS ARE DEATHS APPROXIMATELY 3+ CAR LENGTHS BETWEEN US AND THE WET THAT AT TIMES THE CAR SKIDS EVEN WHEN GOING AT A 15 VEHICLE IN FRONT OF US. THE WEATHER WAS DRY AND CAUTIOUS SPEED IN RAIN. FOR MY SAFETY AND FOR OTHERS I SUNNY. SUDDENLY, A VEHICLE THREE VEHICLES AHEAD OF US DRIVE IN "B" INSTEAD OF "D" WHEN IT RAINS. STOPPED TO MAKE A LEFT TURN, AND THE TWO VEHICLES November 29, 2018 NHTSA ID NUMBER: 11154783 16 BEHIND IT WERE ABLE TO STOP. I IMMEDIATELY APPLIED MY Components: SERVICE BRAKES, ELECTRONIC STABILITY BRAKES TO THE FLOOR AS SOON AS I OBSERVED THE CONTROL, ELECTRICAL SYSTEM STOPPED VEHICLE AHEAD, I FELT NO RESPONSE - NO 17 GRIPPING OF THE BRAKES OR GRIPPING OF THE WHEELS TO THE ROAD, NO SQUEALING, NO SKIDDING, NO SENSE OF THE NHTSA ID Number: 11154783 BRAKES SLOWING THE VEHICLE IN THE THREE SECONDS I 18 Incident Date November 29, 2018 APPLIED THEM. DUE TO VEHICLES IN THE OPPOSING LANE, A NARROW ROAD AND NO SHOULDER (A DITCH WITH Consumer Location OXFORD, GA TELEPHONE POLES ON THE RIGHT), I WAS FORCED TO DESIGN 19 THE LEAST HARMFUL IMPACT - MY FRONT RIGHT CORNER TO Vehicle Identification Number JTDKN3DU1B0**** THE REAR LEFT CORNER OF THE VEHICLE IN FRONT. THE IMPACT TORE OPEN THE RIGHT FRONT OF THE VEHICLE, **Summary of Complaint** 20 SHATTERING THE WINDSHIELD NEXT TO MY WIFE AND DRIVING VEHICLE DOWN HIGHWAY, TAPPED BRAKES BUT Yes CAUSING HER LEGS TO FLY UP AND STRIKE THE DASHBOARD, BRAKES DID NOT WORK, ALL THE LIGHTS ON MY DASH LIT UP. INJURING HER LEGS IN SEVERAL PLACES. HER AIRBAG DID 21 No I LOST TRACTION IN BRAKES CAUSING VEHICLE TO LOSE NOT DEPLOY, MY 7-YEAR-OLD WAS IN HER CAR SEAT IN THE CONTROL. BACK SEAT. THE LARGER SPLIT BACK WAS BEHIND HER. THE 22 BACK BECAME UNHINGED AT IMPACT AND FLIPPED FORWARD, FORCING MY DAUGHTER'S UPPER BODY FORWARD. SHE SUSTAINED MINOR FACIAL INJURIES. WHILE IT IS 23 POSSIBLE THAT THE AIRBAG NON-DEPLOYMENT WAS APPROPRIATE (I AM NOT CERTAIN OF THIS), THERE IS NO QUESTION THAT THE BRAKING WAS SOFT, SQUISHY, NON-24 EXISTENT, AND THE BACK SEAT SHOULD NOT HAVE BECOME UNHINGED. *TR 25

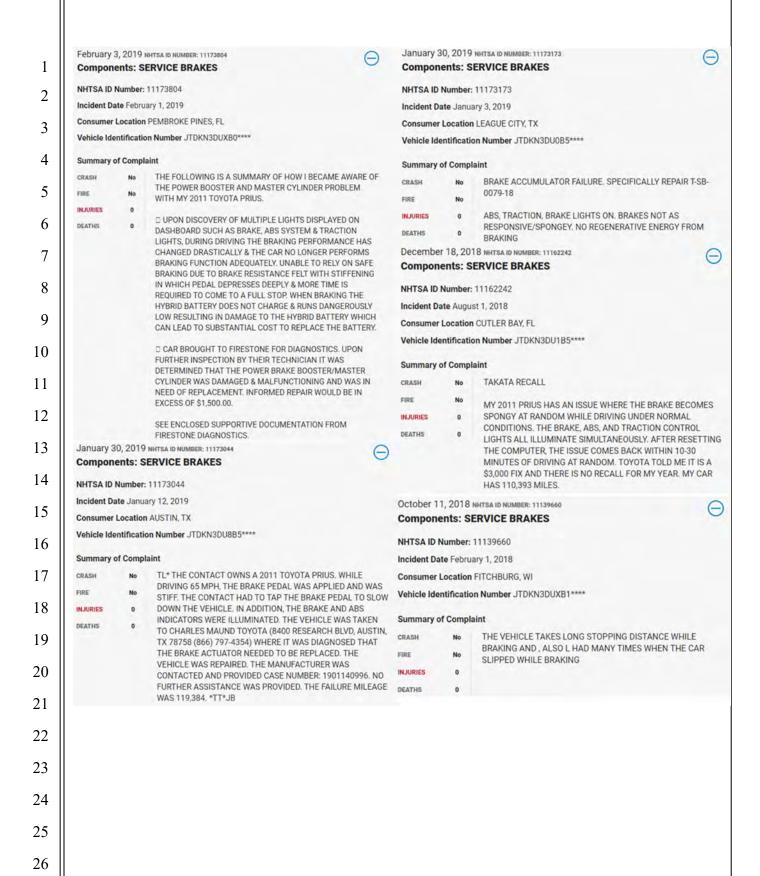
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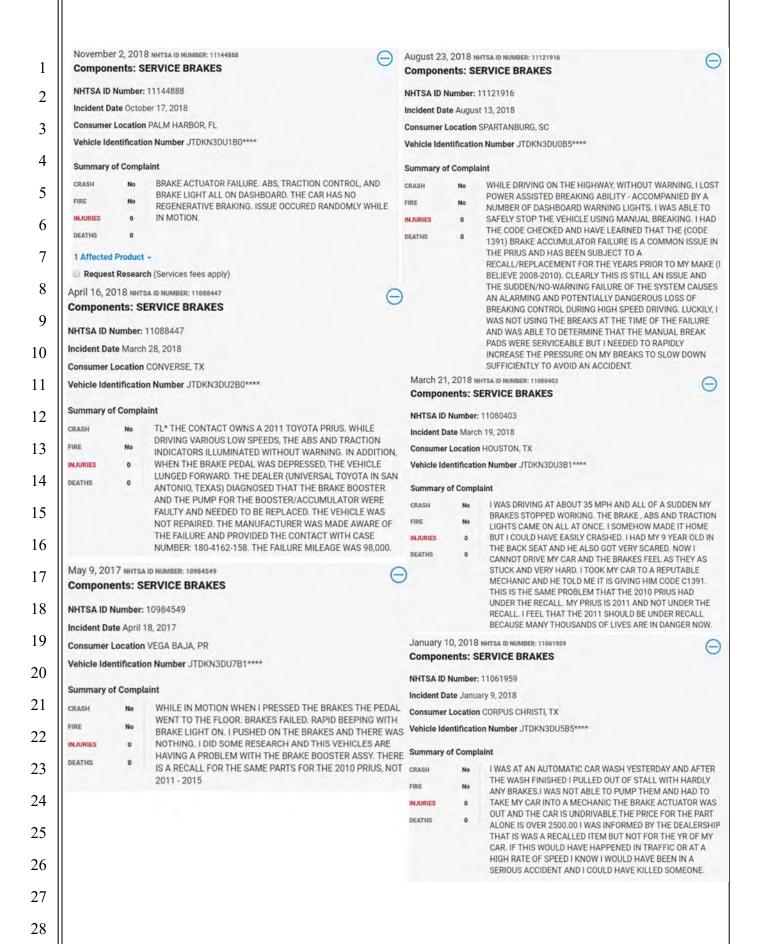


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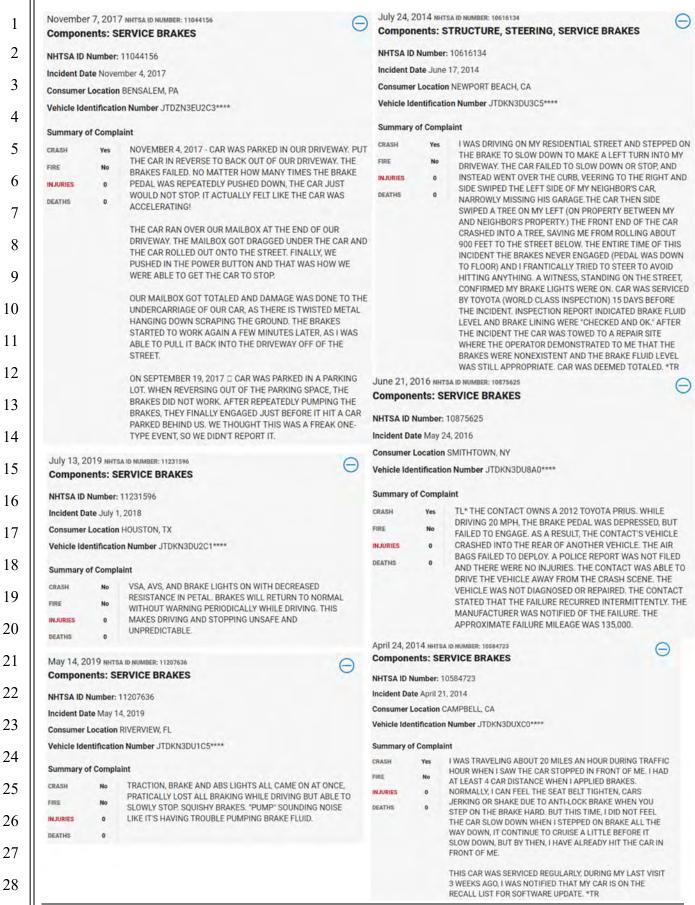
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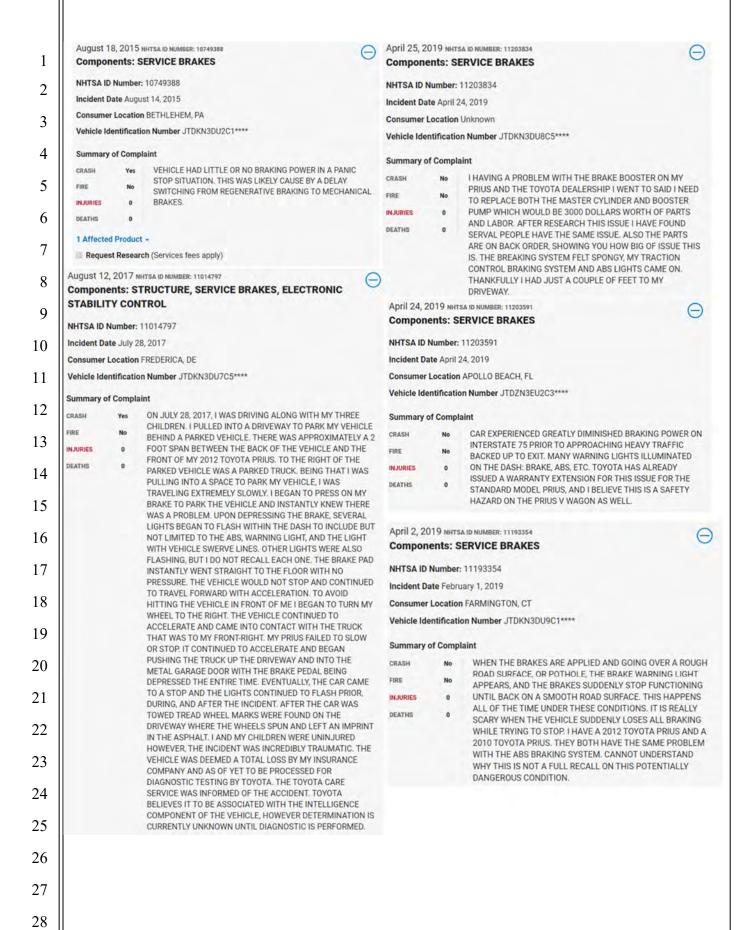
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1 42. Complaints for the 2012 Toyota Prius are similar: November 1, 2018 NHTSA ID NUMBER: 11144698 2 July 26, 2019 NHTSA ID NUMBER: 11235210 Components: SERVICE BRAKES Components: SERVICE BRAKES NHTSA ID Number: 11144698 3 NHTSA ID Number: 11235210 Incident Date October 28, 2018 Incident Date July 26, 2019 4 Consumer Location SULLIVAN, IN Consumer Location CLEARWATER, FL Vehicle Identification Number JTDKN3DU4C1**** 5 Vehicle Identification Number JTDZN3UXC31**** **Summary of Complaint Summary of Complaint** CRASH I WAS TRAVELING NORTH ON THE HIGHWAY, I WAS GOING 6 BETWEEN 50 AND 55 MPH WHEN THE TRAFFIC LIGHT TURNED FIRE CRASH COMPLETE BRAKE FAILURE ON THE FREEWAY!!! ABS, BRAKE TO YELLOW AND THEN TO RED. WHEN I APPLIED THE BREAKS AND TRACTION CONTROL LIGHTS LIT UP. ALMOST CRASHED! NOTHING HAPPENED. MY VEHICLE ACTUALLY APPEARED TO INJURIES 7 FIRE CODE C1391-ABNORMAL LEAK IN BRAKE ACTUATOR PUMP. SPEED UP. I RELEASED THE BRAKE THEN PUMPED THE BREAK DEATHS TWICE THEN AGAIN APPLIED THE BREAK THIS TIME HOW LONG WILL IT TAKE THIS AGENCY TO MAKE TOYOTA FIX STOMPING HARDER AND WITH BOTH FEET. MY VEHICLE DID 8 DEATHS NOT STOP OR EVEN SLOW. I WENT THROUGH THE LIGHT, THIS?? ITS A SAFETY ISSUE!!! STOP PICKING YOUR ASSES AND RESULTING IN A CAR ACCIDENT. IT BONED ANOTHER CAR. DO SOMETHING ABOUT IT!!!! 9 September 8, 2019 NHTSA ID NUMBER: 11253950 Θ October 30, 2013 NHTSA ID NUMBER: 10550179 **Components: SERVICE BRAKES** Components: SERVICE BRAKES, HYDRAULIC 10 NHTSA ID Number: 11253950 NHTSA ID Number: 10550179 Incident Date June 27, 2019 11 Incident Date October 30, 2013 Consumer Location LAWRENCEVILLE, GA Consumer Location MINNETONKA, MN Vehicle Identification Number JTDKN3DU9C1**** 12 Vehicle Identification Number N/A **Summary of Complaint** Summary of Complaint 13 CAR WAS IN MOTION AND BRAKE PEDAL WENT HALF WAY TO CRASH CRASH THE BRAKE DOEN'T WORK WHEN I WAS DRIVING OUT OF THE FLOOR AND ABS. BRAKE, TRACTION CONTROL AND TIRE HIGHWAY. I PRESSED HARD OF THE BRAKE AND CANNOT SENSOR LIGHTS CAME ON, MASTER CYLINDER OR BRAKE FIRE 14 STOP THE CAR. AND I CRUSHED INTO A BIG TRUCK. THE CAR BOOSTER SEEM TO HAVE FAILED. DEALER DIDN'T RECOGNIZE CRUSHED ONCE WITH THE TRUCK AND THE MOMENTUM **INJURIES** 0 CODES AND COULD ONLY RECOMMEND CHANGING SPARK DEATHS MADE THE CAR TO HIT THE TRAFFIC LIGHT POLE AGAIN, PLUGS WHEN I JUST HAD THEM REPLACE 6-8 MONTHS PRIOR. 15 DEATHS TERRIBLE, *TR EXPLAINED THAT DID THINK THAT HAD ANYTHING TO DO WITH BRAKES GIVING OUT. THEY RESET CODES AND SURE ENOUGH HAPPENED AGAIN WITHIN THE NEXT 30 DAYS. June 18, 2018 NHTSA ID NUMBER: 11102264 16 TOYOTA ADMITTED TO SINCE RECEIVING MANY REPORTS OF Components: SERVICE BRAKES CERTAIN INTERNAL MALFUNCTIONS OF BRAKE BOOSTER ASSEMBLIES, 4 TRIPS LATER TO DEALER THE RESPONSE IS 17 NHTSA ID Number: 11102264 THE CODES ARE NOT COMING UP (DTCS) C1391, C1252, C1256 OR C1253 IN ORDER TO BE COVERED IT'S VOLUNTARY Incident Date June 16, 2018 CUSTOMER SUPPORT PROGRAM WHICH HAS BRAKE BOOSTER 18 Consumer Location WILMINGTON, NC AND BRAKE BOOSTER PUMP COVERAGE. VERY FRUSTRATING! Vehicle Identification Number JTDZN3EU2C3**** September 6, 2019 NHTSA ID NUMBER: 11253725 19 Components: SERVICE BRAKES **Summary of Complaint** NHTSA ID Number: 11253725 20 WHILE PULLING INTO A PARKING SPACE (SPEED LESS THAN 5 CRASH Yes Incident Date July 1, 2019 MPH) AND APPLYING THE BRAKES THE PEDAL WENT TO THE FIRE FLOOR AND THE CAR SEEMED TO SPEED UP. THE CAR JUMPED Consumer Location DOBBS FERRY, NY 21 **INJURIES** THE CURB AND STRUCK A TREE. A GOOD SAMARITAN Vehicle Identification Number JTDKN3DU4C1**** ASSISTED AND ACTUALLY GOT IN THE CAR AND FOUND THE DEATHS BRAKE PEDAL WENT TO THE FLOOR. SHORTLY AFTER THE 22 Summary of Complaint ACCIDENT THE BRAKES RETURNED TO NORMAL OPERATION. THIS IS THE SECOND TIME THAT THE CAR HAS EXPERIENCED MY CAR HAS THE SAME BRAKE BOOSTER/MASTER CYLINDER CRASH 23 SIMILAR PROBLEMS. IN 2014 WHILE PULLING INTO THE DEFECT THAT THE 2010/11 MODEL PRIUS WERE RECALLED DRIVEWAY THE BRAKE PEDAL WENT TO THE FLOOR AND STRUCK THE HOUSE. SHORTLY AFTER THE BRAKES RETURNED INJURIES 0 24 BRAKE BOOSTER OR BRAKE PRESSURE ACCUMULATOR TO NORMAL OPERATIONS, TOYOTA WAS NOTIFIED AND DEATHS FAILURE ON 2012 MODELS CAUSES LOSS OF BRAKING INSPECTED THE CAR'S COMPUTER AND BRAKING SYSTEM EFFECTIVENESS. SERIOUS SAFETY ISSUE THAT CAN CAUSE PER CASE NUMBER 1410012557. AFTER THE INSPECTION 25 DEATH. TOYOTA IS WELL AWARE OF THIS. TOYOTA SAID THAT THERE WERE NO BRAKE ISSUES FOUND WITH THE CAR AND STATED THAT IT WAS SAFE TO DRIVE. THIS HAPPENS IN MOTION AT HIGHWAY SPEEDS. OBVIOUSLY THERE IS AN ISSUE WITH THE BRAKING SYSTEM 26 IN THESE CARS.

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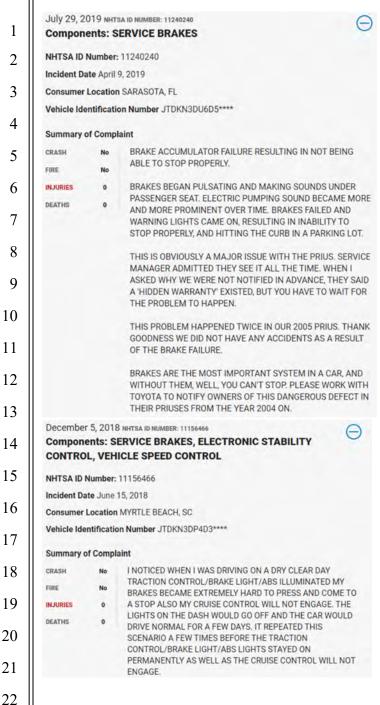
1 43. Complaints for the 2013 Toyota Prius are similar: March 14, 2019 NHTSA ID NUMBER: 11186947 Θ 2 Components: STRUCTURE, SERVICE BRAKES, WHEELS Components: SERVICE BRAKES NHTSA ID Number: 10573591 3 NHTSA ID Number: 11186947 Incident Date March 6, 2014 Incident Date March 6, 2019 Consumer Location HOUSTON, TX 4 Consumer Location SARASOTA, FL Vehicle Identification Number JTDKN3DU8D5**** Vehicle Identification Number JTDKN3DU6D5**** **Summary of Complaint** 5 WHILE THE CAR WAS GOING DOWN THE RAMP TO THE Summary of Complaint PARKING BASEMENT, THE BRAKE IN OUR PRIUS DIDN'T CRASH SOMETHING STARTED BUZZING EVERY FEW SECONDS IN FUNCTION EVEN THOUGH THE DRIVER SLAMMED ON IT AND 6 THE CAR CONTINUED TO PICKED UP ACCELERATION. NONE OF ENGINE COMPARTMENT TOWARD DRIVERS SIDE FIREWALL. AT IN JURIES FIRE THE AIRBAGS DEPLOYED EITHER, AMAZINGLY, THE DRIVER SLOW SPEEDS, BRAKES PULSATED WITH UNEVEN BRAKING. DEATHS WAS ABLE TO MAKE A RIGHT TURN AND MISSED THE AS TIME WENT ON, BUZZING WAS MORE FREQUENT, WARNING INJURIES WALL/CONCRETE PILLAR, BUT THE DRIVER HIT A PARKED CAR LIGHTS FLASHED ONCE BUT WENT OUT, AFTER THAT, WHEN AND THAT'S WHAT STOPPED THE PRIUS FROM MOVING DEATHS PARKING CAR, THE BRAKES WENT ALL THE WAY TO THE FURTHER. *TR 8 FLOOR AND I HIT ANOTHER CAR AT PARKING SPEEDS. DEALER November 2, 2016 NHTSA ID NUMBER: 10923921 SAYS 'BRAKE ACTUATOR PUMP' AND WILL COST NEARLY Components: AIR BAGS, SERVICE BRAKES, SEAT BELTS \$3000 TO FIX. THIS PUMP ALSO WENT OUT ON MY 2005 9 PRIUS! BUT THAT WAS COVERED BY A 'HIDDEN' WARRANTY NHTSA ID Number: 10923921 THAT I FOUND WHILE GOOGLING THE ISSUE. WOULD HAVE PAID FULL PRICE FOR THAT REPAIR IF I HAD NOT RUN ACROSS Incident Date October 17, 2016 10 THAT TSB. THIS IS OBVIOUSLY A BIG MONEY MAKER FOR Consumer Location TUCSON, AZ TOYOTA FIXING THESE BUT IS A HUGE DANGER TO THE MANY DRIVERS THIS HAS HAPPENED TO OVER THE YEARS. PLEASE Vehicle Identification Number JTDKN3DP4D3**** 11 DO SOMETHING ABOUT IT BEFORE SOMEONE GETS HURT. IT IS A RECURRING AND SUBSTANTIAL THREAT TO DRIVER SAFETY **Summary of Complaint** THAT MANY DRIVERS WILL OVERLOOK BECAUSE OF THE 12 I WAS DRIVING STRAIGHT ON A CITY ROAD WITH THE FLOW CRASH Yes INFLATED COST OF THE PARTS, THANK YOU. OF HEAVY TRAFFIC AT ABOUT 40 MILES PER HOUR WHEN THE FIRE August 12, 2019 NHTSA ID NUMBER: 11243249 CAR IN FRONT OF ME CAME TO A SUDDEN STOP I 13 Components: SERVICE BRAKES, VEHICLE SPEED CONTROL INJURIES IMMEDIATELY SLAMMED ON MY BRAKES VERY HARD. AT THE TIME I DID THIS I HAD PLENTY OF SAFE DISTANCE BETWEEN DEATHS US. BUT, THE BRAKES NEVER CAME ON AND I ENDED UP 14 NHTSA ID Number: 11243249 RUNNING INTO THE REAR END OF AN SUV AT APPARENTLY Incident Date August 7, 2019 FULL SPEED WITHOUT ANY NOTICEABLE SLOWDOWN. THE BRAKES DID NOT COME ON. THEY DIDN'T GRAB, AND THEY 15 Consumer Location ENNIS, TX DIDN'T MAKE ANY SCREECHING NOISE AND THERE WERE NO TIRE MARKS ON THE ROAD. ALSO ALL OF THE AIRBAGS Vehicle Identification Number N/A DEPLOYED AND THIS WAS A FRONTAL IMPACT, WHICH WAS 16 VERY SURPRISING AND SUFFOCATING. A CLOUD OF DUST Summary of Complaint FILLED THE CABIN OF THE CAR AND I COULD NOT BREATHE. I WAS LITERALLY SUFFOCATING UNTIL I WAS ABLE TO OPEN 17 TL* THE CONTACT OWNED A 2013 TOYOTA PRIUS. THE CRASH Yes THE DOOR AND GET OUT OF THE VEHICLE. I DIDN'T EVEN FEEL CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 10. FIRE THE SEAT BELT TIGHTEN UP BEFORE THE CRASH. THE BRAKES MPH, THE DRIVER PRESSED THE BRAKE PEDAL TO STOP THE 18 NEVER FELT LIKE THEY CAME ON AT ALL. *TR *JS VEHICLE BUT THE VEHICLE ACCELERATED FORWARD AND INJURIES CRASHED INTO A SECOND VEHICLE, DURING THE CRASH THE May 19, 2014 NHTSA ID NUMBER: 10592400 DEATHS DRIVER SUSTAINED MULTIPLE CONTUSIONS TO THE BODY 19 Components: SERVICE BRAKES, VEHICLE SPEED CONTROL INCLUDING THE CHEST AREA WHICH REQUIRED MEDICAL TREATMENT. THE VEHICLE WAS DESTROYED AND TOWED NHTSA ID Number: 10592400 AWAY. A POLICE REPORT #159681-2019 WAS TAKEN AT THE 20 Incident Date October 25, 2011 SCENE. THE LOCAL DEALER TOYOTA OF RICHARDSON (1221 N. CENTRAL EXPY. RICHARDSON TX.) THE MANUFACTURER WAS Consumer Location Unknown 21 NOT NOTIFIED OF THE FAILURE. THE VIN WAS NOT AVAILABLE. Vehicle Identification Number JTDKN3DU6C1**** THE FAILURE MILEAGE WAS 120,000. October 29, 2016 NHTSA ID NUMBER: 10919990 Summary of Complaint 22 **Components: SERVICE BRAKES** TL * THE CONTACT OWNS A 2013 TOYOTA PRIUS, WHILE CRASH DRIVING 40 MPH. THE CONTACT DEPRESSED THE BRAKE NHTSA ID Number: 10919990 23 PEDAL AND THE VEHICLE ACCELERATED. THE VEHICLE INJURIES RESUMED TO 40 MPH ONCE THE BRAKE PEDAL WAS Incident Date October 5, 2016 DEPRESSED AGAIN. THE CONTACT DEPRESSED THE BRAKE 24 DEATHS Consumer Location LINCOLN, CA PEDAL AGAIN AND THE VEHICLE ACCELERATED. A CRASH OCCURRED. THERE WERE NO INJURIES AND A POLICE REPORT Vehicle Identification Number JTDKN3DU0D0**** WAS FILED. THE FAILURE RECURRED ON THREE SEPARATE 25 OCCASIONS. THE MANUFACTURER WAS NOTIFIED. THE **Summary of Complaint** VEHICLE WAS TAKEN TO A MECHANIC WHO STATED THAT I WAS TRAVELING LESS THAN 25 MPH ON A CITY STREET CRASH Yes THERE WAS A DELAY IN THE BRAKING SYSTEM. THE FAILURE 26 WHEN THE CAR IN FRONT SUDDENLY STOPPED. I PANIC MILEAGE WAS 12,000. FIRE STOPPED - MOVING MY FOOT OFF THE GAS PEDAL AND I BELIEVE THAT I HIT THE BRAKE PEDAL. THE BRAKES DID NOT INJURIES 27 APPLY, AND I REAR-ENDED THE CAR IN FRONT, I LEFT NO SKID DEATHS MARKS, OBVIOUSLY I COULD HAVE NOT ACTUALLY PUSHED THE BRAKE PEDAL BUT I SINCERELY BELIEVE THAT I DID. THE 28 CAR BRAKES SEEM TO BE FINE, SO IF THE CAR FAILED TO STOP THE PROBLEM HAD TO BE IN THE COMPUTER. *TR

January 11, 2016 NHTSA ID NUMBER: 10819439 April 17, 2019 NHTSA ID NUMBER: 11197067 1 Components: SERVICE BRAKES Components: SERVICE BRAKES, ELECTRONIC STABILITY CONTROL NHTSA ID Number: 10819439 2 NHTSA ID Number: 11197067 Incident Date December 29, 2015 Incident Date April 17, 2019 Consumer Location SHERMAN OAKS, CA 3 Consumer Location WASHINGTON, DC Vehicle Identification Number JTDKN3DU6D1**** Vehicle Identification Number JTDKN3DU8D1**** **Summary of Complaint** 4 I WAS DRIVING HOME IN MY 2013 TOYOTA PRIUS ON TUESDAY, **Summary of Complaint** DECEMBER 29, 2015, AT APPROXIMATELY 4:30P.M. WHILE 5 2013 PRIUS, MILEAGE 29,409. CAR IN MOTION DRIVING ON TURNING RIGHT FROM THE STREET ON WHICH I LIVE INTO MY CRASH INJURIES DRIVEWAY, THE CAR, AFTER I APPLIED THE BRAKES, CITY STREETS. WHILE BREAKING ON UNEVEN FIRE SUDDENLY SURGED FORWARD. IN SPITE OF CONTINUOUSLY ROADS/POTHOLES, THE CAR SKIDS AND FRONT WHEELS LOCK 6 DEATHS UP AND TRACTION CONTROL/BREAK ASSIST LIGHT APPEARS PUSHING DOWN ON THE BRAKES, THE CAR WOULD NOT STOP. ON THE DASHBOARD. WHEN THIS OCCURS THE CAR IS THE DRIVEWAY SHOWS SKID MARKS FROM MY ATTEMPTS TO DEATHS DANGEROUSLY SLOW TO BREAK AND TAKES FAR TOO LONG STOP THE CAR. THE CAR DID NOT STOP. THE BRAKES FAILED. 7 TO STOP. THIS HAPPENS ALMOST DAILY ON MY COMMUTE TO WORK IN BOTH DRY AND WET CONDITIONS. THIS SEEMS TO THE CAR SHOT FORWARD, CRASHING INTO THE CLOSED BE AN ISSUE WITH THE BREAKING/STABILITY SYSTEM. 8 WOODEN GARAGE DOOR AND THE WALL TO THE LEFT OF THE GARAGE DOOR. THE GARAGE DOOR BROKE AND ONE HALF OF March 28, 2016 NHTSA ID NUMBER: 10851950 Θ THE GARAGE DOOR SPLIT AND WAS PUSHED INTO THE Components: AIR BAGS, SERVICE BRAKES 9 GARAGE. THE GARAGE DOOR COLLAPSED ON MY CAR AS WELL AS ITEMS STORED IN THE GARAGE INCLUDING PARTS NHTSA ID Number: 10851950 OF THE GARAGE STRUCTURE AND LARGE SECTIONS OF A 10 Incident Date March 24, 2016 STORAGE UNIT, WHICH WAS BOLTED TO THE WALL APPROXIMATELY 90% OF MY CAR WAS INSIDE THE GARAGE. I Consumer Location AUSTIN, TX TRIED TO EXIT THE CAR THROUGH THE DRIVER SIDE BUT 11 Vehicle Identification Number JTDKN3DU1D5**** THE DOOR WOULD NOT OPEN, I CRAWLED TO THE TRUNK AREA AND COULD NOT FIND A MECHANICAL RELEASE FOR **Summary of Complaint** THAT DOOR. FINALLY I FORCED OPENED THE DRIVERUS SIDE 12 TL* THE CONTACT OWNS A 2013 TOYOTA PRIUS. WHILE REAR DOOR AND EXITED THE CAR THROUGH THE BROKEN CRASH Yes DRIVING APPROXIMATELY 25 MPH ON A ROADWAY, THE WALL FIRE BRAKE PEDAL WAS APPLIED AND MADE AN ABNORMAL 13 NOISE. ANOTHER VEHICLE CRASHED INTO THE FRONT IF THE BRAKES HAD NOT FAILED THIS WOULD HAVE NOT INJURIES. PASSENGER SIDE OF THE CONTACT'S VEHICLE WHILE THE HAVE HAPPENED. AS A RESULT OF THE BRAKE FAILURE, I CONTACT WAS MAKING A TURN, WHEN THE BRAKE PEDAL 14 HAVE INCURRED SUBSTANTIAL LOSS, INCLUDING THE WAS APPLIED. THE VEHICLE SURGED FORWARD AT A HIGH GARAGE DOOR (A TOTAL LOSS), DAMAGE TO STRUCTURAL RATE OF SPEED. THE FRONT AND REAR DRIVER SIDE AND THE SUPPORT TO THE GARAGE WALL, A BUILT-IN GARAGE REAR PASSENGER SIDE CURTAIN AIR BAGS DID NOT DEPLOY. 15 STORAGE UNIT, CONTENTS STORED IN THE GARAGE AND THE FRONT AND REAR PASSENGER SIDE AIR BAGS DEPLOYED. SUBSTANTIAL DAMAGE TO THE CAR. FORTUNATELY, I DID NOT THE VEHICLE WAS TOWED TO A YARD AND THEN TOWED TO A SUFFER ANY MAJOR PHYSICAL INJURIES ALTHOUGH REPAIR SHOP FOR FURTHER INSPECTION BY THE INSURANCE 16 FOLLOWING THE COLLISION I EXPERIENCED AND CONTINUE COMPANY. THE MANUFACTURER WAS NOTIFIED OF THE TO EXPERIENCE MUSCLE, JOINT, HIP, NECK AND BACK PAIN FAILURE. THE CONTACT WAS WAITING TO DETERMINE IF AN AND DISCOMFORT. IN ADDITION, I CONTINUE TO EXPERIENCE 17 INVESTIGATOR WOULD BE SENT. A POLICE REPORT WAS EMOTIONAL DISTRESS FROM THIS INCIDENT. FILED. THE DRIVER SUSTAINED A HEAD INJURY THAT REQUIRED MEDICAL TREATMENT AND WAS HAVING I WANT TOYOTA TO PERFORM A COMPLETE DIAGNOSTIC DIFFICULTY WITH VISIBILITY DUE TO THE IMPACT OF THE 18 SAFETY CHECK OF ALL SYSTEMS INCLUDING THE BRAKES CRASH AND NO AIR BAG DEPLOYMENT. THE APPROXIMATE AND ANY SOFTWARE THAT CONTROLS THE BRAKING SYSTEM. FAILURE MILEAGE WAS 64,000 19 April 14, 2016 NHTSA ID NUMBER: 10855586 February 2, 2019 NHTSA ID NUMBER: 11173721 Components: SERVICE BRAKES Components: SERVICE BRAKES 20 NHTSA ID Number: 10855586 NHTSA ID Number: 11173721 Incident Date April 14, 2016 21 Incident Date January 30, 2019 Consumer Location AUSTIN, TX Consumer Location MESA. AZ Vehicle Identification Number N/A 22 Vehicle Identification Number JTDKN3DU7D5**** **Summary of Complaint Summary of Complaint** WHEN THE DRIVER HAS TO SLAM ON THE BRAKES REALLY CRASH 23 QUICKLY THE CAR DOES NOT SLOWDOWN AT ALL. THE SKID BRAKE ACTUATOR WENT BAD AFTER RECENT (SERVICE APPT CRASH LIGHT COMES ON THE DASH BOARD, BUT OTHERWISE THE 1/26/19) INSTALL OF NEW 12 VOLT BATTERY AND SOFTWARE CAR DOES NOT STOP. THIS HAPPENS EVEN ON A DRY INJURIES 24 UPDATE DUE TO NHTSA RECALL #18V-684. WHILE TRAVELING SURFACE, WITH NO MOISTURE ON THE SURFACE, AT SPEEDS DEATHS DOWN THE HIGHWAY ON 1/30/19 LIGHTS CAME ON FOR **INJURIES** AS LOW AS 20-30 MILES PER HOUR. IT ALMOST ALWAYS DOES BRAKE ABS AND SKID CONTROL VEHICLE WAS NOT BRAKING IT. IF THE DRIVER LIGHTLY TAP THE BREAKS, THEN THE CAR DEATHS 25 WILL DECELERATE, BUT NOT IF THE DRIVER HAS TO ABRUPTLY AT THE TIME. CONDITION CAUSED REDUCTION OF BRAKE STOPPED. THIS IS QUILT A PROBLEM GIVEN THAT SOMETIMES CONTROL. THE NEXT DAY WHILE AGAIN TRAVELING ON HIGHWAY AT HIGHWAY SPEED TO TOYOTA DEALER FOR YOU NEED THE CAR TO STOP SUDDENLY IT IT SIMPLY WON'T 26 AT SPEEDS OF 20 MORE. THE CAR JUST STARTS TO SKID. IT SERVICE, THE LIGHTS WENT OFF AND BRAKES WORKED WILL NOT STOP OR GAIN TRACTION WITH THE SURFACE THAT PROPERLY, SERVICE WAS NOT ABLE TO RESET CODE AND I IT IS ON. THIS MEANS THAT IN A SITUATION WHERE THE WAS TOLD THAT MEANS THE BRAKE ACTUATOR NEEDS TO BE 27 DRIVER NEEDS TO HIT THE BREAKS ALL THE WAY DOWN, THE REPLACED. I WAS QUOTED \$3,400 FOR REPAIR CAR STILL WON'T STOP. THIS PROBLEM IS MUCH WORSE IF

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ON WET OR NEGATIVE SLOPING ROADS. HOWEVER, IT CAN

HAPPEN EVEN ON COMPLETE DRY SURFACE.



April 4, 2019 NHTSA ID NUMBER: 11193820 Components: SERVICE BRAKES NHTSA ID Number: 11193820 Incident Date April 2, 2019 Consumer Location TALLAHASSEE, FL Vehicle Identification Number JTDKN3DU8D1**** **Summary of Complaint** EXPERIENCED WHAT APPEARS TO BE A COMMON CRASH MALFUNCTION OF THE ABS SYSTEM, WENT OVER A REGULAR. ROAD BUMP ON A CITY STREET, NOTHING DRASTIC, WHILE BRAKING IMMEDIATELY AFTER THE TRACTION CONTROL. INJURIES BRAKE, AND ABS LIGHTS CAME ON SOLID, THERE WAS STILL SOME BRAKING AVAILABLE, BUT IT REQUIRED MUCH MORE FORCE AND PEDAL TRAVEL TO ACHIEVE THE SAME LEVEL OF BRAKING AS BEFORE. THIS COULD BE VERY DANGEROUS IF SOMEONE THEN NEEDED TO STOP SUDDENLY, I WAS ABLE TO DRIVE HOME. FOUND SOME FORUMS ON LINE ABOUT THIS PROBLEM, WHICH APPEARS TO BE WIDESPREAD, USING A PAPERCLIP, I WAS ABLE TO DRESETD THE SYSTEM, CLEARING THE WARNING LIGHTS AND REESTABLISHING ABS AND REGENERATIVE BRAKING...BUT ONLY FOR A SHORT WHILE. LATER IN THE DAY, THE SAME MALFUNCTION OCCURRED, WITH THE SAME WARNING LIGHTS APPEARING, LOSS OF ABS AND REGEN BRAKING.

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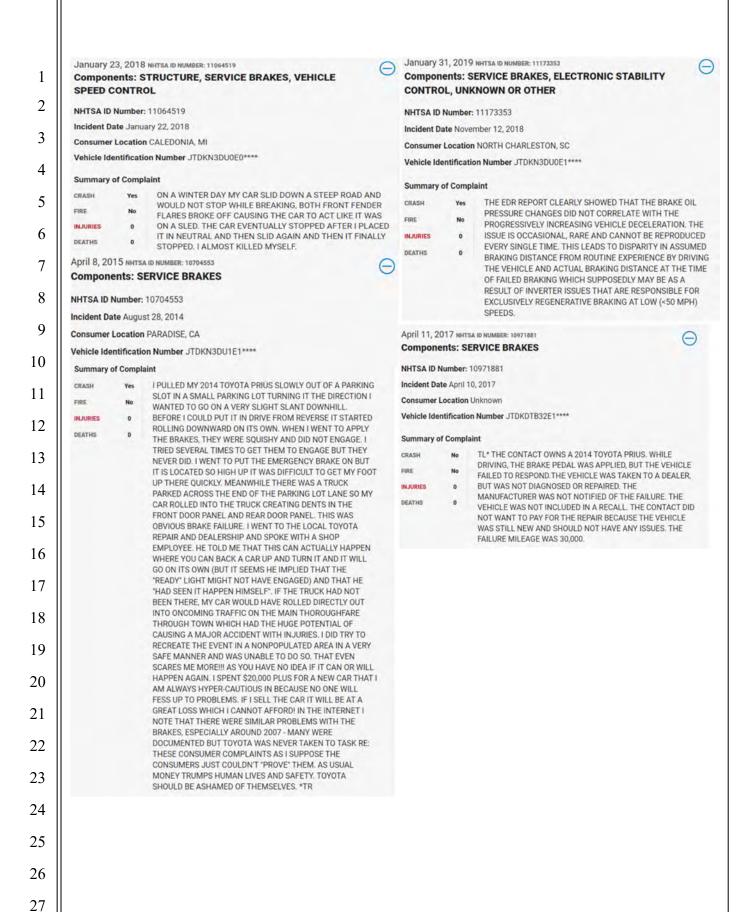
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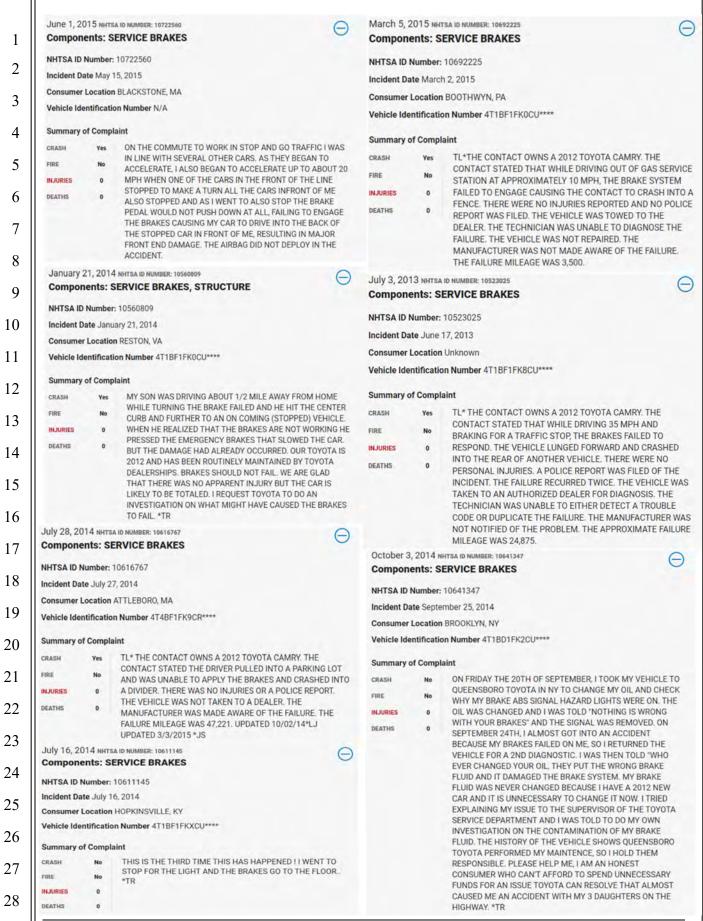
1 44. Complaints for the 2014 Toyota are similar: August 24, 2014 NHTSA ID NUMBER: 10627821 2 February 1, 2015 NHTSA ID NUMBER: 10680404 Components: VEHICLE SPEED CONTROL, SERVICE BRAKES Components: SERVICE BRAKES 3 NHTSA ID Number: 10627821 NHTSA ID Number: 10680404 Incident Date July 10, 2014 Incident Date January 31, 2015 4 Consumer Location TEMPE, AZ Consumer Location CUPERTINO, CA Vehicle Identification Number JTDKN3DU1E7**** Vehicle Identification Number JTDKN3DU5E0**** 5 **Summary of Complaint Summary of Complaint** I WAS PULLING INTO A CONVENIENCE STORE IN MY 2014 Yes 6 PRIUS. AS I WAS GLIDING IN, I DEPRESSED THE BRAKE PEDAL CRASH I WAS CROSSING THE TRAIN TRACKS IN PALO ALTO ON AND THE CAR KEPT GOING, I CONTINUED TO PRESS IT AND CHARLESTON ST NEAR ALMA AND TRIED TO STOP AT A STOP THE CAR STARTED TO ACCELERATE, I COULD FEEL THE SURGE LIGHT RIGHT AFTER THE TRACKS. WHEN I STEPPED HARD ON INJURIES OF POWER, I WAS COMPLETELY UNABLE TO STOP THE CAR INJURIES THE BRAKES, THE BRAKES DID NOT WORK AT ALL. MY CAR DID NOT SLOW DOWN AT ALL AND I HIT THE CAR IN FRONT OF ME. AND RAN INTO PARKING POSTS AT THE FRONT OF THE STORE. DEATHS ALL AIRBAGS WERE DEPLOYED. I GOT A CUT ON MY 8 FOREHEAD, AN AMBULANCE CAME BUT I DECLINED AND MY HUSBAND DROVE ME TO THE ER LATER WHERE I RECEIVED November 13, 2018 NHTSA ID NUMBER: 11151142 9 TREATMENT. I WAS COMING HOME FROM THE GYM AT 9 AM I Components: SERVICE BRAKES, ELECTRONIC STABILITY HAVE NEVER BEEN AT FAULT IN AN ACCIDENT BEFORE. I HAVE CONTROL, ELECTRICAL SYSTEM A WITNESS THAT SAID HE HEARD A CHIRPING SOUND 10 COMING FROM THE BRAKES BEFORE I CRASHED, TOYOTA COMPLETELY DENIES THERE IS ANYTHING WRONG WITH THE NHTSA ID Number: 11151142 CAR, BUT GIVES NO EXPLANATION AS TO HOW THIS COULD Incident Date November 12, 2018 11 HAVE OCCURRED. THEY WILL NOT HELP AT ALL. SOMEONE IS GOING TO GET SERIOUSLY INJURED OR KILLED. THIS NEEDS Consumer Location NORTH CHARLESTON, SC TO BE INVESTIGATED BY SOMEONE OTHER THAN TOYOTA. *TR 12 Vehicle Identification Number JTDKN3DU0E1**** May 3, 2017 NHTSA ID NUMBER: 10983408 Components: SERVICE BRAKES, VEHICLE SPEED CONTROL **Summary of Complaint** 13 THE CAR BRAKES FAILED AT LOW SPEEDS (10-15 MPH) AND CRASH NHTSA ID Number: 10983408 BUMPED INTO THE CAR IN FRONT IN A STOP-AND-GO TRAFFIC FIRE Incident Date April 26, 2017 14 ON THE WET FREEWAY AFTER A RECENT RAIN. THE BRAKE INJURIES PEDAL WENT ALL THE WAY DOWN TO TOUCH THE FLOOR AS Consumer Location LODI, CA IF THE BRAKE PEDAL WAS DISENGAGED FROM THE BRAKING DEATHS 15 Vehicle Identification Number JTDKN3DU2E1**** SYSTEM AND THE ABS LIGHT DID NOT TURN ON AT THE TIME OF BRAKING. THE CAR WAS DRIVING IN THE STRAIGHT LINE Summary of Complaint AND IMMEDIATELY BEFORE THIS I WAS ABLE TO 16 SUCCESSFULLY BRAKE THE CAR ON THE VERY SAME TRIP. SO VEHICLE INCREASED ACCELERATION WHILE MAKING A RIGHT-THE PROBLEM IS INTERMITTENT. THIS IS THE SECOND TIME HAND TURN AND BRAKING, INTO A COVERED PARKING STALL. WITH THIS CAR, AS MY SPOUSE ALSO EXPERIENCED THE VEHICLE DID NOT STOP UNDER BREAKING UNTIL FRONT END 17 SIMILAR BRAKE FAILURE AT EVEN LOWER SPEEDS (<10 MPH) WENT OVER CEMENT PARKING BUMPER. INJURIES RESULTING IN TOUCHING THE CAR IN FRONT AND MINOR DEATHS SCRATCH ON THE BUMPER. IT WAS A DRY DAY THEN AND 18 ALMOST SIMILAR CIRCUMSTANCES. ASSOCIATED GEICO CLAIM NUMBER IS 0423477190101054. WE OPENED A CASE July 15, 2015 NHTSA ID NUMBER: 10734278 19 WITH TOYOTA TO CHECK THE DATA RECORDER. ASSOCIATED Components: SERVICE BRAKES, AIR BAGS TOYOTA CASE NUMBER IS 181112370. November 29, 2018 NHTSA ID NUMBER: 11154835 NHTSA ID Number: 10734278 20 Components: SERVICE BRAKES Incident Date July 15, 2015 NHTSA ID Number: 11154835 Consumer Location ROMEOVILLE, IL 21 Incident Date November 21, 2018 Vehicle Identification Number JTDKDTB31E1**** Consumer Location SANTA CLARITA, CA 22 **Summary of Complaint** Vehicle Identification Number JTDKN3DU4E0**** TI * THE CONTACT OWNS A 2014 TOYOTA PRIUS. WHILE CRASH Yes 23 Summary of Complaint DRIVING APPROXIMATELY 25 MPH, THE CONTACT ATTEMPTED TO DEPRESS THE BRAKE PEDAL, BUT THE Yes BRAKES COMPLETELY FAILED AND I REAR ENDED A CAR. I VEHICLE DID NOT STOP. AS A RESULT, A CRASH OCCURRED WAS STOPPING NORMALLY ON A CITY STREET. ACCORDING No 24 FIRE AND THE AIR BAGS DID NOT DEPLOY. THERE WERE NO TO DASHCAM I WAS TRAVELING AT ABOUT 25MPH. THE CAR DEATHS WARNING INDICATORS ILLUMINATED. THE CONTACT WAS NOT SLOWED TO ABOUT 12MPH WHEN THE BRAKES WENT DOWN INJURIES TO THE FLOOR AND THE CAR ACCELERATED. INJURED AND A POLICE REPORT WAS FILED. THE 25 MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE APPROXIMATE FAILURE MILEAGE WAS 3,200. 26

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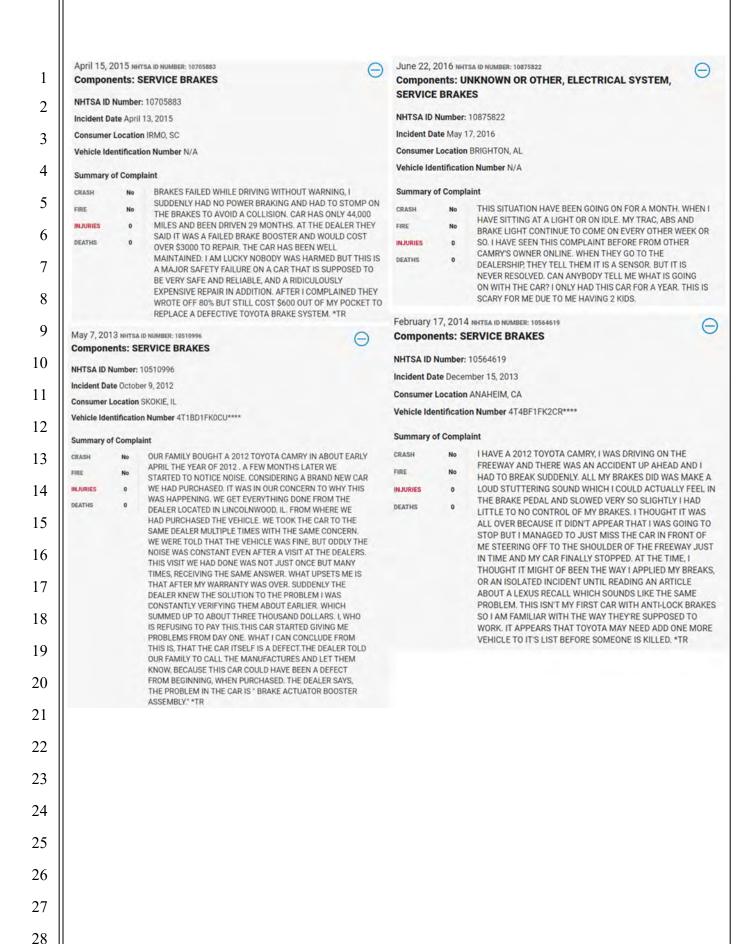
1 45. Complaints for the 2015 Toyota Prius are similar: 2 November 19, 2015 NHTSA ID NUMBER: 10794873 June 21, 2016 NHTSA ID NUMBER: 10875685 Θ Components: SERVICE BRAKES Components: SERVICE BRAKES, VEHICLE SPEED CONTROL 3 NHTSA ID Number: 10794873 NHTSA ID Number: 10875685 Incident Date October 16, 2015 Incident Date June 17, 2016 4 Consumer Location COVINGTON, LA Consumer Location GIG HARBOR, WA Vehicle Identification Number JTDKN3DU1F0**** 5 Vehicle Identification Number JTDKN3DUXF1**** **Summary of Complaint Summary of Complaint** 6 I HAVE NOTICED THAT THE BRAKES SOMETIMES DO NOT TL* THE CONTACT OWNS A 2015 TOYOTA PRIUS. WHILE CRASH APPEAR TO WORK PROPERLY, AND ONCE I WAS INVOLVED IN DRIVING APPROXIMATELY 5 TO 10 MPH AND APPROACHING FIRE AN ACCIDENT DUE TO THE POOR BRAKING PERFORMANCE. FIRE THE DRIVEWAY, THE BRAKES FAILED. THE VEHICLE ONCE I QUICKLY TRANSITIONED FROM THROTTLE TO FULL **INJURIES** INJURIES ACCELERATED AND CRASHED INTO A GATE. THE BRAKE BRAKING AND THE CAR DIDN'T SEEM LIKE IT WAS APPLYING PEDAL WAS RE-APPLIED AND THE VEHICLE STOPPED. THE DEATHS FULL BRAKING, IT DIDN'T SEEM TO DECELERATE LIKE IT 8 CONTACT STATED THAT THE VEHICLE TRAVELED 20 FEET. SHOULD HAVE, I REAR ENDED A VEHICLE BECAUSE OF THE BEFORE IT STOPPED, A POLICE REPORT WAS NOT FILED AND BRAKING PERFORMANCE. ANOTHER TIME I HAD TO SLAM ON THERE WERE NO INJURIES. THE AIR BAG FAILED TO DEPLOY. 9 THE BRAKES COMING OFF AN INTERSTATE AND THE BRAKES THE VEHICLE WAS TOWED TO THE DEALER FOR DIAGNOSTIC ALSO DIDN'T SEEM POWERFUL ENOUGH. IT'S AS IF THE TESTING AND REPAIR. THE VEHICLE WAS NOT REPAIRED. THE BRAKES DON'T FULLY "CATCH" UNTIL THE LAST MINUTE. FAILURE MILEAGE WAS 17,000. 10 BOTH TIMES WEATHER CONDITIONS WERE DRY. November 18, 2016 NHTSA ID NUMBER: 10927047 June 22, 2016 NHTSA ID NUMBER: 10876015 Components: SERVICE BRAKES 11 Components: SERVICE BRAKES NHTSA ID Number: 10927047 NHTSA ID Number: 10876015 12 Incident Date November 10, 2016 Incident Date June 22, 2016 Consumer Location LA PALMA, CA Consumer Location AUSTIN, TX 13 Vehicle Identification Number N/A Vehicle Identification Number JTDZN3EU6FJ**** **Summary of Complaint** 14 **Summary of Complaint** WAS DRIVING ON THE FREEWAY AT ABOUT 45 MPH WHEN I CRASH I APPLIED THE BRAKE WHEN THE CAR IN FRONT OF ME CAR ABRUPTLY CHANGED LANES IN FRONT OF ME. I CRASH Yes 15 FIRE STOPPED SUDDENLY AND MY CAR SEEMED TO ACCELERATE IMMEDIATELY SLAMMED ON THE BREAKS BUT THE CAR DID FIRE No AND I HAD TO PUT THE BRAKE ON AGAIN TO GET THE CAR TO NOT COME TO A COMPLETE STOP. IT KEPT GOING FORWARDS INJURIES INJURIES STOP RESULTING IN A COLLISION, I WAS DRIVING AT A SPEED AND WAS NOT DECELERATING FAST ENOUGH. TO AVOID 16 DEATHS OF LESS THAN 25 MILES AN HOUR. HITTING THE CAR IN FRONT OF ME I HAD TO SWERVE TO THE RIGHT, WHICH IMMEDIATELY CAUSED THE ESC TO TURN OFF 17 AND MY CAR KEPT SWERVING July 13, 2019 NHTSA ID NUMBER: 11231660 Components: SERVICE BRAKES June 11, 2019 NHTSA ID NUMBER: 11219354 18 NHTSA ID Number: 11231660 Components: SERVICE BRAKES Incident Date July 1, 2018 NHTSA ID Number: 11219354 19 Consumer Location SAN DIEGO, CA Incident Date June 3, 2019 Vehicle Identification Number JTDKN3DU4F0**** 20 Consumer Location SOUTH EASTON, MA **Summary of Complaint** Vehicle Identification Number JTDKN3DU0F2**** 21 VIOLENT SHAKING WHEN APPLYING BRAKES IN FORWARD AND REVERSE. VEHICLE DOES NOT SLOW AND STOP **Summary of Complaint** FIRE PROPERLY WHEN BRAKING. VEHICLE INTERMITTENTLY SKIPS SENT AN ALERT ON CERTAIN INTERNAL MALFUNCTION OF CRASH 22 WITH NO SLOWING OR STOPPING EFFECT WHEN BRAKING. INJURIES INTERNAL ASSEMBLIES OF THE BRAKE BOOSTER FROM FIRE TOYOTA. ASKING ME TO BRING IT IN FOR EXAMINATION. BRAKES HAVE BEEN ACTING SPONGY AND AM LOSING A 23 **INJURIES** August 13, 2017 NHTSA ID NUMBER: 11014878 SMALL AMOUNT OF BRAKE FLUID MONTHLY. DEATHS Components: SERVICE BRAKES 24 NHTSA ID Number: 11014878 Incident Date August 13, 2017 25 Consumer Location Unknown Vehicle Identification Number JTDKN3DU8F0**** 26 **Summary of Complaint** I CAN'T PUT BREAK .THE SIGN LIGHT ON IS SLIP SIGN, ABS CRASH 27 SIGN AND HAND BREAK SIGN. FIRE THE SIGN LIGHT ON IN 2 TIME . 07/31/2017 IS SAME THING 28 AND THEN ALSO CHECK HYBRIDS SYSTEM CHECK SIGN LIGHT DEATHS ON AND TRIANGLE SIGN LIGHT ON

1 Complaints for the 2012 Toyota Camry Hybrid are similar: June 19, 2014 NHTSA ID NUMBER: 10604544 2 August 18, 2014 NHTSA ID NUMBER: 10626061 Components: SERVICE BRAKES Components: SERVICE BRAKES NHTSA ID Number: 10604544 3 NHTSA ID Number: 10626061 Incident Date May 5, 2014 Incident Date August 15, 2014 Consumer Location MIAMI, FL 4 Consumer Location FITCHBURG, MA Vehicle Identification Number 4T1BF1FK3CU**** Vehicle Identification Number 4T1BF1FK8CU**** 5 **Summary of Complaint Summary of Complaint** TL* THE CONTACT OWNS A 2012 TOYOTA CAMRY. THE CRASH Yes WHILE MY HUSBAND WAS DRIVING, THE TRUCK IN FRONT OF Yes CONTACT STATED WHILE DRIVING APPROXIMATELY 30 MPH, 6 HIM CAME TO A STOP TO ALLOW FOR ANOTHER VEHICLE THE BRAKE PEDAL WAS DEPRESSED AND THE VEHICLE FAILED FIRE TURNING. WHEN MY HUSBAND ATTEMPTED TO STOP, THE TO STOP, AS A RESULT, THE VEHICLE CRASHED INTO ANOTHER **INJURIES** BRAKES WHEN RIGHT TO THE FLOOR. HE ATTEMPTED TO INJURIES VEHICLE, THE CONTACT SUFFERED FROM A NECK INJURY BRAKE AGAIN AND IT FINALLY CAUGHT, BUT TOO LATE. THE AND CONTUSIONS TO THE LEFT AND RIGHT LOWER LEG. A DEATHS SUDDEN BRAKING CAUSED THE CAR'S NOSE TO LOWER, POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED. UNDER THE TRUCK'S TAILGATE AS HE HIT THE TRUCK IN 8 THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. FRONT OF HIM. THE CAR MAY BE TOTALED WHICH WE THE APPROXIMATE FAILURE MILEAGE WAS 25,480. SHOULD FIND OUT IN A COUPLE OF DAYS, *TR March 13, 2014 NHTSA ID NUMBER: 10569158 9 April 27, 2018 NHTSA ID NUMBER: 11090508 Components: SERVICE BRAKES Components: SERVICE BRAKES, AIR BAGS 10 NHTSA ID Number: 10569158 NHTSA ID Number: 11090508 Incident Date January 24, 2014 Incident Date April 26, 2018 Consumer Location HUNTINGTON, NY 11 Consumer Location Unknown Vehicle Identification Number 4T4BF1FK9CR**** Vehicle Identification Number 4T1BD1FK5CU**** 12 **Summary of Complaint Summary of Complaint** TL* THE CONTACT OWNS A 2012 TOYOTA CAMRY. THE CRASH Yes TL* THE CONTACT OWNS A 2012 TOYOTA CAMRY HYBRID. 13 CONTACT STATED THAT WHILE DRIVING 30 MPH, THE BRAKES CRASH FIRE WHILE DRIVING 20 MPH, THE BRAKES MALFUNCTIONED. THE FAILED TO RESPOND WITHOUT WARNING AND THE CONTACT FIRE CONTACT ATTEMPTED TO MAKE A SUDDEN STOP BY CRASHED INTO A TREE. A POLICE REPORT WAS FILED. THE INJURIES DEPRESSING THE BRAKE PEDAL, BUT THE VEHICLE WOULD 14 CONTACT WAS TAKEN TO A HOSPITAL FOR TREATMENT OF NOT STOP. AS A RESULT, THE CONTACT CRASHED INTO THE HEAD INJURIES. THE VEHICLE WAS TOWED TO AN IMPOUND **DEATHS** REAR OF ANOTHER VEHICLE. THE AIR BAGS DID NOT DEPLOY. LOT, THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. 15 A POLICE REPORT WAS NOT FILED. THE CONTACT SPRAINED THE VEHICLE WAS DESTROYED. THE APPROXIMATE FAILURE HER RIGHT ANKLE FROM THE PRESSURE OF DEPRESSING THE AND CURRENT MILEAGE WAS 2,300. BRAKE PEDAL CONTINUALLY, MEDICAL ATTENTION WAS December 31, 2017 NHTSA ID NUMBER: 11057737 16 REQUIRED. THE VEHICLE WAS TOWED TO NORTH HOLLYWOOD Components: AIR BAGS, SERVICE BRAKES TOYOTA IN NORTH HOLLYWOOD, CALIFORNIA TO HAVE THE DAMAGES ASSESSED. IT HAD NOT BEEN DETERMINED YET NHTSA ID Number: 11057737 17 WHETHER OR NOT THE VEHICLE WAS DESTROYED. THE Incident Date December 29, 2017 MANUFACTURER WAS NOTIFIED AND PROVIDED THE CONTACT WITH CLAIM NUMBER: 180-427-0700. THE FAILURE Consumer Location Unknown 18 MILEAGE WAS APPROXIMATELY 65,000. Vehicle Identification Number 4T1BF1FK7CU**** October 5, 2015 NHTSA ID NUMBER: 10779877 19 **Summary of Complaint** Components: VEHICLE SPEED CONTROL, SERVICE BRAKES, DECEMBER 29TH AT 3:00 A.M MY WIFE AND I WAS GOING TO CRASH Vos **AIR BAGS** THE ATM IN GRANGER TX. AS I APPROACHED A SHARP CURVE 20 I WENT TO APPLY THE BRAKE TO SLOW DOWN AND THE CAR NHTSA ID Number: 10779877 SPEEDED UP HIT THE CULVERT AND WENT AIRBORNE. WE CAME DOWN ON A BOULDER AND SOMEHOW WE MANAGED Incident Date September 16, 2015 DEATHS 21 TO DRIVE BACK TO MY BROTHER IN LAWS. THE AIRBAGS DID NOT GO OFF. I HAVE SEVERE WHIPLASH, I CRACKED MY L1 Consumer Location GLIDE, OR AND INJURED MY SIDE AND BACK. MY WIFE'S HEAD HIT THE Vehicle Identification Number 4T4BF1FK2CR**** 22 SIDE WINDOW SO HARD SHE HAD A CONCUSSION KNOTS AND BRUISES ON HER HEAD. SHE HAS BRUISES ON HER RIGHT **Summary of Complaint** SHOULDER, HIT HER KNEE AND LEG. IF WE HAD NOT BEEN WEARING SEAT BELTS WE WOULD HAVE DIED. IF OUR AIRBAGS 23 CRASH Yes TL* THE CONTACT OWNED A 2012 TOYOTA CAMRY, WHILE HAD WORKED WE WOULD NOT HAVE BEEN HURT AS BAD AS DRIVING 32 MPH. THE BRAKES WERE APPLIED AND THE WE ARE. MY WIFE'S GLASSES ARE BENT AND MY WATCH IS FIRE VEHICLE ACCELERATED RAPIDLY WITHOUT WARNING. THE BROKE, I AM SENDING PICTURES TO PROVE THE AIRBAGS DID 24 CONTACT STATED THAT SHE COULD NOT STOP THE VEHICLE NOT WORK. NOT SUR WHAT THE ODOMETER READING IS AND CRASHED INTO A TRAILER. THE VEHICLE WAS BECAUSE I AM AFRAID TO TURN THE CAR ON SINCE THERE IS DEATHS DESTROYED. THE AIR BAGS DID NOT DEPLOY. THE CONTACT NO LONGER NO OIL OR ANTIFREEZE 25 SUSTAINED A FRACTURED STERNUM AND HER HUSBAND HAD CONTUSIONS IN HIS RIB CAGE. MEDICAL ATTENTION WAS REQUIRED. A POLICE REPORT WAS FILED. THE 26 MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 37,000. UPDATED 1/15/16 *CN 27

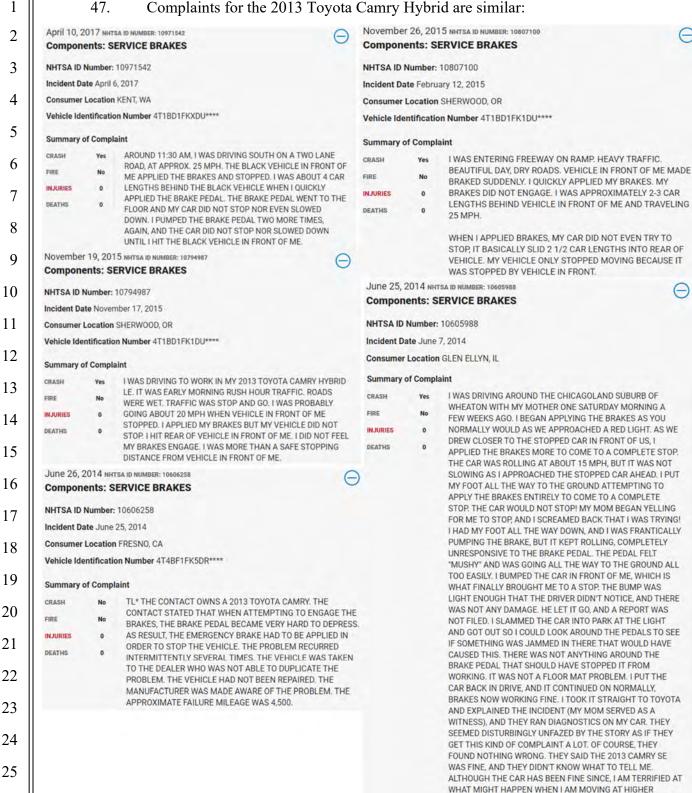


March 8, 2013 NHTSA ID NUMBER: 10502158 June 9, 2014 NHTSA ID NUMBER: 10596979 1 Components: SERVICE BRAKES, ELECTRONIC STABILITY Components: SERVICE BRAKES CONTROL NHTSA ID Number: 10596979 2 NHTSA ID Number: 10502158 Incident Date June 9, 2014 Incident Date December 22, 2012 Consumer Location HOPKINSVILLE, KY 3 Consumer Location PHILADELPHIA, PA Vehicle Identification Number N/A Vehicle Identification Number 4T1BF1FK1CU**** 4 **Summary of Complaint Summary of Complaint** THIS IS THE 2ND TIME I WENT TO STOP AND THE BRAKES I RENTED A TOYOTA CAMRY 2013 IN DECEMBER 2012. WHILE CRASH No CRASH Yes 5 WENT ALL THE WAY TO THE FLOOR. SITTING IN THE TRAFFIC AT LOW SPEED, I NOTICED THAT THE FIRE No FRONT VEHICLE SUDDENLY STOPPED NEAR THE THE FIRST TIME WAS ABOUT 3 WEEKS OR SO AGO AND I WENT INTERSECTION OF BUCHANAN AND US 93. I IMMEDIATELY INJURIES TO THE TOYOTA DEALER AND HE COULDN'T FIND THE 6 SLAMMED ON THE BRAKE PAD WHILE THE CRUISER WAS ON, DEATHS PROBLEM. THERE'S SOMETHING WRONG WITH THE BRAKES! DEATHS HOWEVER, THE BRAKE DID NOT RESPOND. THE RENTAL CAR AND I TRANSPORT A HANDICAPPED CHILD AND 3 MORE DID NOT SLOW DOWN AND KEPT MOVING FORWARD. 7 EVENTUALLY, IT HIT THE FRONT VEHICLE, LUCKILY, NO ONE May 7, 2013 NHTSA ID NUMBER: 10510996 0 WAS INJURED BECAUSE OF LOW SPEED. IF IT WERE A NORMAL Components: SERVICE BRAKES 8 FUNCTIONAL CAR, THE VEHICLE WOULD HAVE STOPPED BECAUSE THE SPEED WAS VERY LOW. BUT IN THIS CASE, THE NHTSA ID Number: 10510996 RENTAL CAR CAUSED THE ACCIDENT BECAUSE OF ITS POOR 9 Incident Date October 9, 2012 QUALITY, THE CAR WAS SEVERELY DAMAGED. IN CONTRAST, THE VEHICLE IN THE FRONT, A SUV, HAD NO DAMAGE. AFTER Consumer Location SKOKIE, IL THE ACCIDENT, I CHECKED THE SCENE AND DID NOT FIND ANY Vehicle Identification Number 4T1BD1FK0CU**** 10 TIRE BRAKE MARK ON THE GROUND, WHICH SUGGESTED THAT THE BRAKE SYSTEM WAS NOT WORKING PROPERLY. Summary of Complaint WHILE DRIVING ON HIGHWAY BEFORE THE ACCIDENT, I ALSO 11 OUR FAMILY BOUGHT A 2012 TOYOTA CAMRY IN ABOUT EARLY NOTICED THAT THE RENTAL CAR HAD MUCH SLOW RESPONSE APRIL THE YEAR OF 2012 . A FEW MONTHS LATER WE FROM THE BRAKE WHEN THE CRUISE WAS ON, AND THE FIRE STARTED TO NOTICE NOISE. CONSIDERING A BRAND NEW CAR 12 BRAKE SEEMED TO BE MUCH MORE SENSITIVE WHEN THE INJURIES WE HAD PURCHASED, IT WAS IN OUR CONCERN TO WHY THIS CRUISE WAS OFF. IN ORDER TO PROTECT OTHER DRIVERS ON WAS HAPPENING. WE GET EVERYTHING DONE FROM THE DEATHS HIGHWAY, I STRONGLY REQUEST NHTSA TO LAUNCH AN DEALER LOCATED IN LINCOLNWOOD, IL, FROM WHERE WE 13 INVESTIGATION ON TOYOTA CAMRY'S BRAKE SYSTEM. IF ANY HAD PURCHASED THE VEHICLE, WE TOOK THE CAR TO THE SAME DEALER MULTIPLE TIMES WITH THE SAME CONCERN. DEFECT IS IDENTIFIED, THEY SHOULD RECALL ALL THE WE WERE TOLD THAT THE VEHICLE WAS FINE, BUT ODDLY THE PROBLEMATIC VEHICLES, I CAN'T IMAGINE WHAT WOULD 14 NOISE WAS CONSTANT EVEN AFTER A VISIT AT THE DEALERS. HAVE HAPPENED IF THE SPEED WERE HIGH, AND THINGS THIS VISIT WE HAD DONE WAS NOT JUST ONCE BUT MANY COULD BE BLOODY AND HOFFIFYING. I HOPE ONE FEWER TIMES, RECEIVING THE SAME ANSWER. WHAT UPSETS ME IS ACCIDENT LIKE THAT COULD BE REDUCED BY THE 15 THAT AFTER MY WARRANTY WAS OVER. SUDDENLY THE RESPONSIVE ACTIONS FROM THE GOVERNMENT. *TR DEALER KNEW THE SOLUTION TO THE PROBLEM I WAS CONSTANTLY VERIFYING THEM ABOUT EARLIER. WHICH July 5, 2017 NHTSA ID NUMBER: 11003054 SUMMED UP TO ABOUT THREE THOUSAND DOLLARS. I, WHO 16 Components: SERVICE BRAKES, ELECTRICAL SYSTEM IS REFUSING TO PAY THIS. THIS CAR STARTED GIVING ME PROBLEMS FROM DAY ONE. WHAT I CAN CONCLUDE FROM NHTSA ID Number: 11003054 THIS IS, THAT THE CAR ITSELF IS A DEFECT. THE DEALER TOLD 17 OUR FAMILY TO CALL THE MANUFACTURES AND LET THEM Incident Date June 29, 2017 KNOW, BECAUSE THIS CAR COULD HAVE BEEN A DEFECT FROM BEGINNING, WHEN PURCHASED, THE DEALER SAYS, 18 Consumer Location PALO ALTO, CA THE PROBLEM IN THE CAR IS " BRAKE ACTUATOR BOOSTER Vehicle Identification Number 4T1BD1FKXCU**** ASSEMBLY" *TR 19 June 10, 2014 NHTSA ID NUMBER: 10597316 Θ **Summary of Complaint** Components: SERVICE BRAKES WHEN DRIVING ON LOCAL ROADS, THE ABS, SLIP AND 20 WARNING LIGHTS WOULD COME ON SUDDENLY, I WOULD NHTSA ID Number: 10597316 FIRE EXPERIENCE A SEVERE DECREASE IN BRAKE FUNCTION (I Incident Date May 29, 2014 INJURIES WOULD NEED TO SLAM ON THE BRAKES TO GET THEM TO 21 APPLY PROPERLY). THIS HAPPENED FOUR TIMES BEFORE THE Consumer Location HOPKINSVILLE, KY DEATHS SERVICE CENTER WAS ABLE TO DIAGNOSE A FAILED ABS Vehicle Identification Number 4T1BF1FKXCU**** ACTUATOR. THIS IS APPARENTLY A KNOWN ISSUE FOR THE 22 CAMRY HYBRIDS, AS TOYOTA ISSUED AN EXTENDED WARRANTY FOR 2006-2011 CAMRY HYBRIDS FOR THIS VERY Summary of Complaint 23 PROBLEM. (UNFORTUNATELY, I HAVE A 2012 HYBRID AND THE I WAS DRIVING WITH MY 5 GRANDCHILDREN AND WENT TO CRASH SERVICE CENTER WOULD LIKE TO CHARGE ME OVER \$3K (!) TO STOP AT A LIGHT AND THE BRAKES WENT ALL THE WAY TO FIX THIS ISSUE.). No FIRE THE FLOOR . IT REALLY SCARED ALL OF US ! SO WHEN WE CUT 24 OUR OUTING SHORT AND GOT HOME I CHECKED THE BRAKE FLUID AND IT WAS LOW SO I HAD TO ADD SOME. THEN THE DEATHS BRAKES SEEM TO WORK LIKE THEY SHOULD. THIS CAR WAS 25 BOUGHT BRAND NEW HAS NEVER BEEN IN A ACCIDENT AND THIS SHOULD NOT BE HAPPENING ALREADY. *TR 26

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47. Complaints for the 2013 Toyota Camry Hybrid are similar:



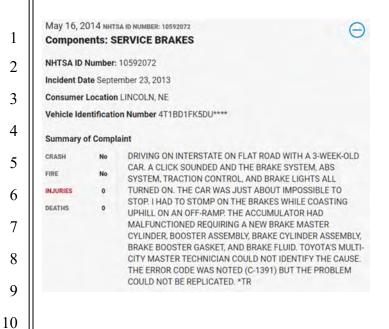
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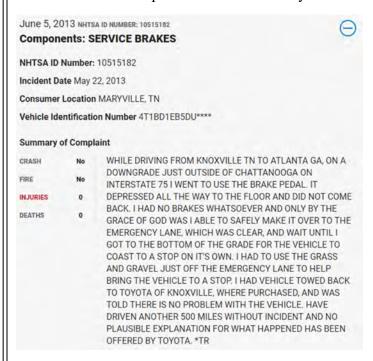
SPEEDS ON THE HIGHWAY!! I LOVED THAT CAR, BUT NOW I AM

SOMEWHAT AFRAID OF IT! *TR

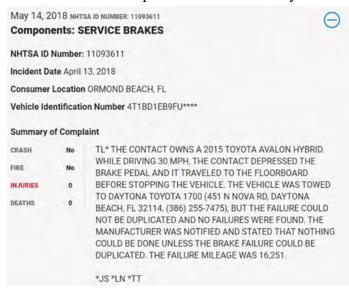


1 48. Complaints for the 2014 Toyota Camry Hybrid are similar: March 22, 2017 NHTSA ID NUMBER: 10967838 2 December 17, 2014 NHTSA ID NUMBER: 10664739 Components: SERVICE BRAKES Components: AIR BAGS, SERVICE BRAKES 3 NHTSA ID Number: 10967838 NHTSA ID Number: 10664739 Incident Date March 22, 2017 Incident Date December 8, 2014 4 Consumer Location SILVER SPRING, MD Consumer Location PALM DESERT, CA Vehicle Identification Number 4T1BD1FK5EU**** Vehicle Identification Number 4T1BF1FK8EU**** 5 **Summary of Complaint Summary of Complaint** I WAS DRIVING FROM SHOPPING CENTER ONTO HWY 111, AS I CRASH WHEN I COMING TO A SLOW DOWN OR STOP ON THE CITY 6 CRASH SAW THE RED TRUCK IN FRONT AT THE INTERSECTION. I STREET OR THE HIGHWAY, I FELT THE BRAKE PEDAL LOOSEN FIRE FIRE BEGAN TO BRAKE ,AND NOTICE THE VEHICLE WAS NOT UP AND THE CAR STARTED TO ROLL FORWARD. THE CAR SLOWING DOWN AFTER SEVERAL ATTEMPTS TO THE BRAKES. **INJURIES** CAME TO STOP AFTER I PUSHED VERY HARD ON THE PEDAL 2 INJURIES ME AND MY WIFE SUSTAIN WHIPLASH FROM HITTING A TO 3 TIMES. THIS HAPPENS MOST TIME. TRUCK FROM THE REAR, MY WIFE WENT TO THE DOCTOR DEATHS 8 CLINIC, POLICE OFFICER CHECKED THE BRAKES AND CONFIRM THAT THE BRAKES HAD GONE OUT. *TR February 4, 2015 NHTSA ID NUMBER: 10681105 Θ November 29, 2018 NHTSA ID NUMBER: 11154818 **Components: SERVICE BRAKES** 9 Components: AIR BAGS, SERVICE BRAKES NHTSA ID Number: 10681105 NHTSA ID Number: 11154818 10 Incident Date December 19, 2014 Incident Date November 26, 2018 Consumer Location STRATFORD, CT 11 Consumer Location FERNANDINA BEACH, FL Vehicle Identification Number 4T1BD1FK3EU**** Vehicle Identification Number 4T1BF1FK9EU**** 12 **Summary of Complaint** Summary of Complaint TL* THE CONTACT OWNS A 2014 TOYOTA CAMRY HYBRID. THE CRASH Yes AFTER FAILING BRAKES A MAJOR IMPACT HAPPENED AND CRASH CONTACT STATED THAT WHILE PULLING INTO A PARKING 13 THE AIRBAG DID NOT DEPLOY FIRE SPACE AT APPROXIMATELY 2 MPH, THE BRAKES SUDDENLY MALFUNCTIONED. THE CONTACT INDICATED THAT WHEN INJURIES INJURIES 14 ENGAGING THE BRAKES, THE PEDAL FAILED TO DEPRESS AND DEATHS DEATHS THE VEHICLE CRASHED INTO A POLE. THE CONTACT DID NOT SUSTAIN ANY INJURIES AND A POLICE REPORT WAS NOT July 11, 2016 NHTSA ID NUMBER: 10883971 15 FILED. THE VEHICLE WAS TAKEN TO THE DEALER WHO WAS Components: SERVICE BRAKES UNABLE TO DUPLICATE THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE 16 NHTSA ID Number: 10883971 FAILURE. THE FAILURE MILEAGE WAS 7,400. Incident Date May 21, 2016 17 Consumer Location ATLANTA, GA Vehicle Identification Number N/A 18 Summary of Complaint 19 TI * THE CONTACT OWNS A 2014 TOYOTA CAMRY HYBRID CRASH WHILE DRIVING VARIOUS SPEEDS AND DEPRESSING THE FIRE BRAKE PEDAL ATTEMPTING TO STOP, THE CONTACT'S 20 VEHICLE WOULD NOT STOP AND REAR ENDED ANOTHER INJURIES DRIVER, THE CONTACT SUFFERED MINOR INJURIES TO THE DEATHS NECK THAT REQUIRED MEDICAL ATTENTION. A POLICE 21 REPORT WAS FILED. THE AIR BAGS FAILED TO DEPLOY. THE VEHICLE WAS TOWED TO A COLLISION SHOP WHERE THE CONTACT WAS INFORMED THAT THE BRAKES WERE NOT 22 FUNCTIONING. THE VEHICLE WAS THEN TAKEN TO A DEALER WHERE IT WAS CONFIRMED THAT THE HYDRAULIC BRAKING SYSTEM FAILED AND WOULD NEED TO BE REPAIRED. THE 23 VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE 24 MILEAGE WAS 20,000. THE VIN WAS NOT AVAILABLE. 25 26 27

49. Complaints for the 2013 Toyota Avalon Hybrid are similar:



50. Complaints for the 2015 Toyota Avalon Hybrid are similar:



- 51. The above complaints represent only a sampling of otherwise voluminous complaints regarding the Brake Defect that members of the Classes have reported to Toyota directly and through its dealers.
- 52. Although Toyota was aware of the widespread nature of the Brake Defect in the Class Vehicles, and that it posed grave safety risks, Toyota has failed to take adequate steps to

CLASS ACTION COMPLAINT

notify all Class Vehicle owners of the Brake Defect and provide relief.

- 53. Defendants have not recalled the Class Vehicles to repair the Brake Defect, have not initiated a customer service campaign to address the Brake Defect, have not offered Class members a suitable, proactive repair or replacement of parts related to the Brake Defect free of charge, and have not reimbursed all Class members who incurred costs for repairs related to the Brake Defect.
- 54. Plaintiff and Class members have not received the value for which they bargained when they purchased or leased the Class Vehicles.
- 55. Defendants have deprived Plaintiff and Class members of the benefit of their bargain, exposed them all to a dangerous safety defect without any notice, and failed to repair or otherwise remedy the Brake Defect contained in the Class Vehicles. As a result of the Brake Defect, the value of the Class Vehicles has diminished, including without limitation, the resale value of the Class Vehicles. Reasonable consumers, like Plaintiff, expect and assume that a vehicle's brake system and the related components are not defective and will not malfunction while operating the vehicle as it is intended to be operated and thus did not receive the benefit of their bargain, i.e., the price premium they paid attributable to the braking system.
- 56. Plaintiff and Class members further expect and assume that Toyota will not sell or lease vehicles with known safety defects, such as the Brake Defect, and will fully disclose any such defect to consumers prior to purchase, or offer a suitable, non-defective, repair.

CLASS ALLEGATIONS

57. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1), (b)(2) and/or (b)(3) on behalf of the following Class and Subclass:

All persons or entities in the United States that purchased, lease, leased, own or owned a Class Vehicle (the "Nationwide Class" or "Class");

All persons or entities in California that purchased, lease, leased, own or owned a Class Vehicle (The "California Subclass") (collectively, the "Classes";

58. Subject to additional information obtained through further investigation and

discovery, the foregoing definition of the Classes may be expanded or narrowed by amendment or amended complaint, or narrowed at class certification.

- 59. Specifically excluded from the Classes are Defendants, Defendants' officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendants, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendants and/or Defendants' officers and/or directors, the judge assigned to this action, and any member of the judge's immediate family.
- 60. **Numerosity.** The members of the proposed Classes are geographically dispersed throughout the United States and are so numerous that individual joinder is impracticable. Upon information and belief, Plaintiff reasonably estimates that there are hundreds of thousands of individuals that are members of the proposed Classes. Although the precise number of proposed members are unknown to Plaintiff, the true number of members of each of the Classes is known by Defendants. More specifically, Toyota and its network of authorized dealers maintains databases that contain the following information: (i) the name of each Class member that leased or purchased a vehicle; and (ii) the address of each Class member. Thus, members of the proposed Classes may be identified and notified of the pendency of this action by first class mail, electronic mail, and/or published notice, as is customarily done in consumer class actions.
- 61. **Typicality.** The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, like all members of the Classes, paid for Class Vehicles designed, manufactured, and distributed by Defendants which is afflicted by the Brake Defect. The representative Plaintiff, like all members of the Classes, have been damaged by Defendants' misconduct in that they have incurred or will incur the cost of repairing or replacing this malfunctioning braking system and related parts as a result of the Brake Defect. Further, the factual bases of Defendants' misconduct are common to all members of the Classes and represent a common thread of fraudulent, deliberate, and/or grossly negligent misconduct resulting in injury to all members of the Classes.

1	62.	Existence and predominance of common questions of law and fact. Common	
2	questions of law and fact exist as to all members of the Classes and predominate over any		
3	questions affecting only individual members of the Classes. These common legal and factual		
4	questions include, but are not limited to, the following:		
5	(a)	Whether the Class Vehicles suffer from the Brake Defect;	
6 7	(b)	Whether the Class Vehicles contain a design defect and/or a defect in material, manufacturing and/or workmanship;	
8	(c)	Whether the Brake Defect constitutes an unreasonable safety hazard;	
9 10	(d)	Whether Defendants knew or should have known about the Brake Defect and, if so, how long Defendants have known of the Brake Defect;	
11	(e)	Whether Defendants had a duty to disclose that the Class Vehicles suffer from the Brake Defect;	
12 13	(f)	Whether Defendants breached their duty to disclose that the Class Vehicles suffer from the Brake Defect;	
14 15	(g)	Whether Defendants intentionally and knowingly falsely misrepresented, concealed, suppressed and/or omitted material facts including the fact that the Class Vehicles suffered from the Brake Defect;	
16 17	(h)	Whether Defendants negligently and falsely misrepresented or omitted material facts including the fact that the Class Vehicles suffered from the Brake Defect;	
18	(i)	Whether Defendants made material misrepresentations and/or omissions concerning the standard, quality or grade of the Class Vehicles and the Brake Defect;	
19 20	(j)	Whether members of the Classes would have paid less for the Class Vehicles if Defendants, at the time of purchase or lease, disclosed that the vehicles suffered from the Brake Defect;	
21 22	(k)	Whether Defendants are liable to Plaintiff and the Classes for breaching their	
		express and/or implied warranties;	
2324	(1)	Whether Defendants are liable to Plaintiff and the Classes for violation of The Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, et seq. and/or any other	
25		statutory duties under state laws;	
26	(m)	Whether Defendants violated the California Consumers Legal Remedies Act, California Civil Code §§ 1750, et seq. and the California Unfair Competition Law,	
27		Cal. Bus. & Prof. Code §§ 17200, et seq.;	
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- (n) Whether Defendants have been unjustly enrichment; and
- (o) Whether Plaintiff and the Classes are entitled to damages, restitution, equitable, injunctive, compulsory, or other relief.
- 63. **Adequacy of Representation.** Plaintiff will fairly and adequately protect the interests of the Classes. Plaintiff has retained counsel that is highly experienced in complex consumer class action litigation, and Plaintiff intends to vigorously prosecute this action on behalf of the Classes. Furthermore, Plaintiff has no interests that are antagonistic to those of the Classes.
- 64. **Superiority.** A class action is superior to all other available means for the fair and efficient adjudication of this controversy. The damages or other financial detriment suffered by members of the Classes is relatively small compared to the burden and expense of individual litigation of their claims against Defendants. It would thus be virtually impossible for members of the Classes, on an individual basis, to obtain effective redress for the wrongs committed against them. Furthermore, even if members of the Classes could afford such individualized litigation, the court system could not. Individualized litigation would create the danger of inconsistent or contradictory judgments arising from the same set of facts. Individualized litigation would also increase the delay and expense to all parties and the court system from the issues raised by this action. By contrast, the class action device provides the benefits of adjudication of these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and presents no unusual management difficulties under the circumstances.
 - 65. In the alternative, the Class may also be certified because:
 - (a) the prosecution of separate actions by individual members of the Classes would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for the Defendants;
 - (b) the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other members of the Classes not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and/or
 - (c) Defendants have acted or refused to act on grounds generally applicable to the Class and Subclasses as a whole, thereby making

appropriate final declaratory and/or injunctive relief with respect to the members of the Classes as a whole.

CLAIMS FOR RELIEF

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COUNT I Fraud

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66. Plaintiff incorporates and realleges each of the preceding paragraphs as though fully set forth herein.

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67. Plaintiff brings this count on behalf of himself and the members of the Class and California Subclass.

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68. Defendants intentionally and knowingly falsely misrepresented, concealed, suppressed, and/or omitted material facts including the standard, quality or grade of the Class Vehicles and the fact that the braking system in the Class Vehicles is defective, exposing drivers, occupants and members of the public to safety risks with the intent that Plaintiff and members of the Classes rely on Defendants' misrepresentations and omissions. As a direct result of Defendants' fraudulent conduct, members of the Classes have suffered actual damages.

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69. As a result of Defendants' failure to disclose to members of the Classes the

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Class Vehicles are required to spend thousands of dollars to repair or replace the Brake Defect or

material fact that the braking system in the Class Vehicles is defective, owners and lessors of the

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sell their vehicles at a substantial loss. The fact that the braking system in the Class Vehicles is defective is material because no reasonable consumer expects that she or she will have to spend

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thousands of dollars for diagnosis, repair or replacement of the Brake Defect, and because Plaintiff

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and members of the Classes had a reasonable expectation that the vehicles would not suffer from the Brake Defect.

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70. The fact that the braking system installed in the Class Vehicles is defective is also material because it presents a safety risk and places the driver and occupants at risk of serious injury or death. Because of the Brake Defect, the Class Vehicles may suddenly brake

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automatically while driving in traffic. Drivers and occupants of the Class Vehicles are at risk for rear-end collisions and other accidents caused by the Brake Defect, and the general public is also at

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would not have purchased the Class Vehicles but for Defendants' omissions and concealment of material facts regarding the nature and quality of the Class Vehicles and existence of the Brake Defect, or would have paid less for the Class Vehicles.

71. Defendants knew their false misrepresentation, concealment and suppression of

risk for being involved in an accident with a Class Vehicle. Plaintiff and members of the Classes

- 71. Defendants knew their false misrepresentation, concealment and suppression of material facts was false and misleading and knew the effect of concealing those material facts.

 Defendants knew their concealment and suppression of the Brake Defect would sell more Class Vehicles.
- 72. Despite notice of the Brake Defect from, among other things, pre-production testing, numerous consumer complaints, warranty data, and dealership repair orders, Defendants have not recalled the Class Vehicles to repair the Defect, have not offered its customers a suitable repair or replacement free of charge, and have not offered to reimburse all Class members the costs they incurred relating to diagnosing and repairing the Brake Defect or for the premium price that they paid for the braking system.
- 73. At minimum, Defendants knew about the Brake Defect by way of customer complaints filed with affiliated dealerships and through the NHTSA, as extensively documented above. As such, Defendants acted with malice, oppression and fraud. Plaintiff and members of the Classes reasonably relied upon Defendants' knowing, affirmative and active false representations, concealment and omissions. As a direct and proximate result of Defendants' false representations, omissions and active concealment of material facts regarding the Brake Defect, Plaintiff and members of the Classes have suffered actual damages in an amount to be determined at trial.

COUNT IINegligent Misrepresentation

- 74. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
- 75. Plaintiff brings this count on behalf of himself and the members of the Class and California Subclass.

- 76. Defendants owed a duty to disclose the Brake Defect and its corresponding safety risk to Plaintiff and members of the Classes because Defendants possessed superior and exclusive knowledge regarding the defect and the risks associated therewith.
- 77. Despite notice of the Brake Defect from, among other things, pre-production testing, numerous consumer complaints, warranty data, and dealership repair orders, Defendants have not recalled the Class Vehicles to repair the Defect, have not offered its customers a suitable repair or replacement free of charge, and have not offered to reimburse all Class Vehicle owners and leaseholders the costs they incurred relating to diagnosing and repairing the Brake Defect or for the price premium attributable to the braking system.
- 78. At minimum, Defendants knew about the Brake Defect by way of customer complaints filed with affiliated dealerships and through the NHTSA, as extensively documented above. Despite repeated complaints from customers, Defendants have failed to issue a recall with regard to the Brake Defect or offer its customers any meaningful relief.
 - 79. Defendants marketed the Class Vehicles as safe, built to last, and reliable vehicles.
- 80. Defendants negligently misrepresented and omitted material facts including the standard, quality or grade of the Class Vehicles and the fact that the braking system installed in the Class Vehicles is defective, exposing drivers, occupants and members of the public to safety risks. As a direct result of Defendants' negligent conduct, members of the Classes have suffered actual damages.
- 81. As a result of Defendants' failure to disclose, in owners' manuals, maintenance schedules or elsewhere, to members of the Classes the material fact that the braking system in the Class Vehicles is defective, owners and lessors of the Class Vehicles are required to spend thousands of dollars to repair or replace the Class Vehicles, or sell their vehicles at a substantial loss. The fact that the Class Vehicles suffer from the Brake Defect is material because no reasonable consumer expects that she or she will have to spend thousands on a purported safety feature like the braking system that is actually a safety hazard.
 - 82. The fact that the braking system installed in the Class Vehicles is defective is also

material because it presents a safety risk and places the driver and occupants at risk of serious injury or death. Because of the Brake Defect, Drivers and occupants of the Class Vehicles are at risk for rear-end collisions or other accidents caused by the false engagement or disengagement of the braking system. The general public is also at risk for being involved in an accident with a Class Vehicle that is unable to accelerate to or maintain an appropriate speed. Plaintiff and members of the Classes would not have purchased the Class Vehicles but for Defendants' negligent false representations and omissions of material facts regarding the nature and quality of the Class Vehicles and existence of the Brake Defect, or would have paid less for the Class Vehicles.

83. Plaintiff and members of the Classes justifiably relied upon Defendants' negligent false representations and omissions of material facts. As a direct and proximate result of Defendants' negligent false representations and omissions of material facts regarding the standard, quality or grade of the Class Vehicles and/or the Brake Defect, Plaintiff and members of the Nationwide Class have suffered an ascertainable loss and actual damages in an amount to be determined at trial.

COUNT IIIBreach Of Express Warranty

- 84. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
- 85. Plaintiff brings this count on behalf of himself and the Nationwide Class and California Subclass.
- 86. Defendants marketed the Class Vehicles as safe, built to last, and reliable vehicles. Such representations formed the basis of the bargain in Plaintiff' and Class members' decisions to purchase or lease the Class Vehicles.
- 87. Defendants are and were at all relevant times merchants and sellers of motor vehicles as defined under the Uniform Commercial Code.
- 88. With respect to leases, Defendants are and were at all relevant times lessors of motor vehicles as defined under the Uniform Commercial Code.

- 89. The Class Vehicles are and were at all relevant times goods within the meaning of the Uniform Commercial Code.
- 90. In connection with the purchase or lease of each of the Class Vehicles, Defendants provide warranty coverage for the Class Vehicles under one or more manufacturer's warranties. For illustrative purposes, Toyota offers a 36-month or 36,000-mile Basic Warranty that "covers repairs and adjustments needed to correct defects in materials or workmanship of any part supplied by Toyota." Under warranties provided to Plaintiff and members of the Classes, Defendants promised to repair or replace defective braking components arising out of defects in materials and/or workmanship, such as the Brake Defect, at no cost to owners or lessors of the Class Vehicles.
- 91. Defendants' warranties formed a basis of the bargain that was reached when Plaintiff and members of the Classes purchased or leased their Class Vehicles.
- 92. Despite the existence of the warranties, Defendants failed to inform Plaintiff and members of the Classes that the Class Vehicles contained the Brake Defect, and, thus, wrongfully transferred the costs of repair or replacement of the Brake Defect to Plaintiff and members of the Classes.
- 93. Defendants have failed to provide Plaintiff or members of the Classes with a meaningful remedy for the Brake Defect, in clear breach of the express warranty described above, promising to repair and correct a manufacturing defect or defect in materials or workmanship of any parts they supplied.
- 94. As described at length above, Defendants were on notice of the Brake Defect, and as such have been afforded a reasonable opportunity to cure their breach of written warranties. Any additional time to do so would be unnecessary and futile because Defendants have known of and concealed the Brake Defect and, on information and belief, have refused to repair or replace the Brake Defect free of charge despite the Brake Defect's existence at the time of sale or lease of the Class Vehicles.
 - 95. As a direct and proximate result of Defendants' breach of express warranties,

Plaintiff and the members of the Classes have been damaged in an amount to be determined at trial.

- 96. Finally, because of Defendants' breach of express warranty as set forth herein, Plaintiff and the members of the Classes assert, as additional and/or alternative remedies, the revocation of acceptance of the goods and the return to Plaintiff and members of the Classes of the purchase or lease price of all Class Vehicles currently owned or leased, and for such other incidental and consequential damages as allowed.
- 97. On February 5, 2020, prior to filing this action, Plaintiff send Defendants a presuit notice letter that complied in all respects with U.C.C. §§ 2-313, 2-607. Plaintiff's counsel sent Defendants a letter advising them that they breached an express warranty and demanded that they cease and desist from such breaches and make full restitution by refunding the monies received therefrom. A true and accurate copy of the demand letter is attached as Exhibit B.

<u>COUNT IV</u> Breach Of Implied Warranty

- 98. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
 - 99. Plaintiff brings this count on behalf of himself and members of the Classes.
- Defendants by and through their authorized agents for retail sales, or were otherwise expected to be the eventual purchasers of the Class Vehicles when bought from a third party. At all relevant times, Defendants were the manufacturers, distributors, warrantors, and/or sellers of Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.
- 101. Defendants are and were at all relevant times merchants and sellers of motor vehicles as defined under the Uniform Commercial Code.
- 102. With respect to leases, Defendants are and were at all relevant times lessors of motor vehicles as defined under the Uniform Commercial Code.
 - 103. The Class Vehicles are and were at all relevant times goods within the meaning of

the Uniform Commercial Code.

- 104. Defendants impliedly warranted that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used.
- 105. The Class Vehicles, when sold or leased and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose of providing safe and reliable transportation. The Class Vehicles contain the Brake Defect and present an undisclosed safety risk to drivers and occupants. Thus, Defendants breached their implied warranty of merchantability.
- 106. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and members of the Classes have been damaged in an amount to be proven at trial.

COUNT VViolation Of The Magnuson-Moss Warranty Act ("MMWA")

- 107. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
 - 108. Plaintiff brings this count on behalf of himself and the members of the Classes.
- 109. Plaintiff satisfy the MMWA jurisdictional requirement because they allege diversity jurisdiction under CAFA, 28 U.S.C. § 1332(d)(2).
- 110. Plaintiff and members of the Classes are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).
- 111. Defendants are "supplier[s]" and "warrantor[s]" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).
- 112. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).
- 113. The MMWA provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty. *See* 15 U.S.C. § 2310(d)(1).
- 114. Defendants provided Plaintiff and members of the Classes with one or more express warranties, which are covered under 15 U.S.C. § 2301(6). For illustrative purposes, Toyota offers a 36-month or 36,000-mile Basic Warranty that "covers repairs and adjustments"

- 115. Under warranties provided to members of the Classes, Defendants promised to repair or replace defective braking components arising out of defects in materials and/or workmanship, such as the Brake Defect, at no cost to owners or lessors of the Class Vehicles. However, Defendants have failed to provide owners with a remedy to the Brake Defect.
 - 116. The Class Vehicles' implied warranties are covered under 15 U.S.C. § 2301(7).
- 117. Defendants breached these warranties by misrepresenting the standard, quality or grade of the Class Vehicles and failing to disclose and fraudulently concealing the existence of the Brake Defect. Without limitation, the Class Vehicles share a common defect in design, material, manufacturing and/or workmanship. Through their issuance of TSBs to their authorized dealers, Defendants have acknowledged that the Class Vehicles are not of the standard, quality or grade that Defendants represented at the time of purchase or lease and contain the Brake Defect.
- Defendants or their agents (dealerships) to establish privity of contract between Defendants, on the one hand, and Plaintiff and members of the Classes, on the other hand. Nonetheless, privity is not required here because Plaintiff and each member of the Classes are intended third-party beneficiaries of contracts between Defendants and their dealers, and specifically, of their implied warranties. The dealers were not intended to be the ultimate users of the Class Vehicles and have no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements were designed for and intended to benefit purchasers and lessors of the Class Vehicles only.
- 119. Affording Defendants a reasonable opportunity to cure their breach of written warranties would be unnecessary and futile, as would any alternative dispute resolution process offered by Defendant. At the time of sale or lease of each Class Vehicle and all relevant times thereafter, Defendants knew of the material misrepresentations and omissions concerning the standard, quality or grade of the Class Vehicles and the existence of the Brake Defect, but failed to remediate the same. Likewise, Defendants failed to disclose the Brake Defect. Under the

circumstances, the remedies available under any informal settlement procedure or alternative dispute resolution would be inadequate and any requirement that Plaintiff resort to an informal dispute resolution procedure and/or afford Defendants a reasonable opportunity to cure their breach of warranties is excused and/or deemed satisfied.

- 120. The amount in controversy of Plaintiff' individual claims meets or exceeds the sum of \$25. The amount in controversy of this action exceeds the sum of \$50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.
- 121. Plaintiff, individually and on behalf of members of the Classes, seek all damages permitted by law, including diminution in the value of the Class Vehicles, in an amount to be proven at trial.

COUNT VI Unjust Enrichment

- 122. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
 - 123. Plaintiff brings this count on behalf of himself and the members of the Classes.
- 124. Plaintiff and members of the Classes conferred a benefit on Defendants by leasing or purchasing the Class Vehicles. Defendants were and should have been reasonably expected to provide Class Vehicles free from the Brake Defect.
- 125. Defendants unjustly profited from the lease and sale of the Class Vehicles at inflated prices as a result of their false representations, omissions and concealment of the Brake Defect in the Class Vehicles.
- 126. As a proximate result of Defendants' false representations, omissions and concealment of the Brake Defect in the Class Vehicles, and as a result of Defendants' ill-gotten gains, benefits and profits, Defendants have been unjustly enriched at the expense of Plaintiff and members of the Classes. It would be inequitable for Defendants to retain their ill-gotten profits without paying the value thereof to Plaintiff and members of the Classes.
- 127. Plaintiff and members of the Classes are entitled to restitution of the amount of Defendants' ill-gotten gains, benefits and profits, including interest, resulting from their unlawful,

unjust and inequitable conduct.

128. Plaintiff and members of the Classes seek an order requiring Defendants' to disgorge their gains and profits to Plaintiff and members of the Classes, together with interest, in a manner to be determined by the Court.

COUNT VII

Violation Of California's Consumer Legal Remedies Act, California Civil Code § 1750 et seq. ("CLRA") (Injunctive Relief Only)

- 129. Plaintiff incorporates and realleges each preceding paragraph as though fully set forth herein.
- 130. Plaintiff brings this claim on behalf of himself and members of the California Subclass against Defendants.
- 131. TMS is a "person" as defined by California Civil Code § 1761(c). TMC is a "person" as defined by California Civil Code § 1761(c).
- 132. Plaintiff and the other Class and California Subclass Members are "consumers" within the meaning of California Civil Code § 1761(d).
- 133. By failing to disclose and concealing the defective nature of the Class Vehicles' brake booster pump assemblies from Plaintiff and members of the California Subclass, Defendants violated California Civil Code § 1770(a), as they represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).
- 134. Defendants' unfair and deceptive acts or practices occurred repeatedly in Defendants' trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.
- 135. Defendants knew that the Class Vehicles' braking systems suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.
 - 136. Defendants were under a duty to Plaintiff and members of the California Subclass

to disclose the defective nature of the Class Vehicles' braking systems and/or the associated repair costs because: a) Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' brake booster pump assemblies; b) Plaintiff and members of the California Subclass could not reasonably have been expected to learn or discover that their brake booster pump assemblies have a dangerous safety defect until after they purchased the Class Vehicles; and c) Defendants knew that Plaintiff and members of the California Subclass could not reasonably have been expected to learn about or discover the Brake Defect.

- 137. By failing to disclose the Brake Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so.
- 138. The facts concealed or not disclosed by Defendants to Plaintiff and members of the California Subclass are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and members of the California Subclass known that the Class Vehicles' brake booster pump assemblies were defective, they would not have purchased the Class Vehicles or would have paid less for them.
- 139. Plaintiff and members of the California Subclass are reasonable consumers who do not expect that their vehicles will suffer from a Brake Defect. That is the reasonable and objective consumer expectation for vehicles and their braking systems.
- 140. As a result of Defendants' misconduct, Plaintiff and members of the California Subclass have been harmed and have suffered actual damages in that the Class Vehicles and their braking systems are defective and require repairs or replacement.
- 141. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and members of the California Subclass have suffered and will continue to suffer actual damages.
- 142. At this time, Plaintiff Alaniz seeks injunctive relief only for this violation of the CLRA. He reserves the right to seek all available damages under the CLRA for all violations complained of herein, including, but not limited to, statutory damages, punitive damages,

attorneys' fees and cost and any other relief that the Court deems proper.

- 143. Accordingly, Plaintiff and members of the California Subclass seek an order enjoining the acts and practices described above.
- 144. On February 5, 2020, prior to filing this action, a CLRA notice letter was sent to Defendants that complies in all respects with California Civil Code §1782(a). Plaintiff's counsel sent Defendants the letters via certified mail, return receipt requested, advising Defendants that they are in violation of the CLRA and demanding that they cease and desist from such violations and make full restitution by refunding the monies received therefrom. A true and correct copy of Plaintiff's CLRA letter is attached hereto as Exhibit B.

COUNT VIII

Violation Of California's Unfair Competition Law ("UCL")

- 145. Plaintiff hereby incorporates by reference and realleges the allegations contained in the preceding paragraphs of this Complaint.
- 146. Plaintiff brings this cause of action on behalf of himself and members of the California Subclass against Defendants.
- 147. California Business & Professions Code Section 17200 prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or practice" and "unfair, deceptive, untrue or misleading advertising."
- 148. Defendants knew that the Class Vehicles' braking systems suffered from an inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.
- 149. In failing to disclose the Brake Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so, thereby engaging in a fraudulent business act or practice within the meaning of the UCL.
- 150. Defendants were under a duty to the Plaintiff and members of the California Subclass to disclose the defective nature of the Class Vehicles' braking systems because: a)

 Defendants were in a superior position to know the true state of facts about the safety defect in the

Class Vehicles' braking systems; b) Defendants made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' braking systems; and c) Defendants actively concealed the defective nature of the Class Vehicles' braking systems from Plaintiff and Class Members at the time of sale and thereafter.

- 151. The facts concealed or not disclosed by Defendants to Plaintiff and members of the California Subclass are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to pay less for them. Had Plaintiff and members of the California Subclass known that the Class Vehicles suffered from the Brake Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.
- 152. Defendants continued to conceal the defective nature of the Class Vehicles and their braking systems even after Plaintiff and members of the California Subclass began to report problems. Indeed, Defendants continue to cover up and conceal the true nature of this systematic problem today.
- 153. Defendants' omissions of material facts, as set forth herein, also constitute "unfair" business acts and practices within the meaning of the UCL, in that Defendants' conduct was injurious to consumers, offended public policy, and was unethical and unscrupulous. Plaintiff also asserts a violation of public policy arising from Defendants' withholding of material safety facts from consumers. Defendants' violation of consumer protection and unfair competition laws resulted in harm to consumers.
- 154. Defendants' omissions of material facts, as set forth herein, also constitute unlawful business acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.
- 155. Thus, by their conduct, Defendants have engaged in unfair competition and unlawful, unfair, and fraudulent business practices.
- 156. Defendants' unfair or deceptive acts or practices occurred repeatedly in Defendants' trade or business, and were capable of deceiving a substantial portion of the

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1	purchasing public.		
2	157.	As a direct and proximate result of Defendants' unfair and deceptive practices,	
3	Plaintiff and members of the California Subclass have suffered and will continue to suffer actual		
4	damages.		
5	158.	Defendants have been unjustly enriched and should be required to make restitution	
6	to Plaintiff and members of the California Subclass pursuant to sections 17203 and 17204 of the		
7	Business & Professions Code.		
8	PRAYER FOR RELIEF		
9	WHEREFORE, Plaintiff demands judgment on behalf of himself and members of the		
10	Nationwide Class and California Subclass as follows:		
11	A.	For an order certifying the Nationwide Class and California Subclass, under Rule 23	
12 13		of the Federal Rules of Civil Procedure; naming Plaintiff as Class and California Subclass representatives; and naming Plaintiff's attorneys as Class Counsel representing the Class and California Subclass members;	
1415	В.	For an order finding in favor of Plaintiff, the Nationwide Class and the California Subclass on all counts asserted herein;	
16 17	C.	For an order awarding statutory, compensatory, treble, and punitive damages in amounts to be determined by the Court and/or jury;	
18	D.	For injunctive relief enjoining the illegal acts detailed herein;	
19	E.	For prejudgment interest on all amounts awarded;	
20	F.	For an order of restitution and all other forms of equitable monetary relief; and	
21	G.	For an order awarding Plaintiff his reasonable attorneys' fees and expenses and	
22		costs of suit.	
23	JURY TRIAL DEMANDED		
24	Plaintiff demands a trial by jury on all claims so triable.		
25			
26			
27			

1	Dated: February 21, 2020	Respectfully submitted,
2		BURSOR & FISHER, P.A.
3		,
4		By: /s/L. Timothy Fisher
5		L. Timothy Fisher
6		L. Timothy Fisher (State Bar No. 191626) 1990 North California Blvd., Suite 940
7		Walnut Creek, CA 94596 Telephone: (925) 300-4455
8		Facsimile: (925) 407-2700
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		Scott A. Bursor (State Bar No. 276006) 2665 S. Bayshore Dr., Suite 220
11		Miami, FL 33133
12		Telephone: (305) 330-5512
13		Facsimile: (305) 676-9006 E-Mail: scott@bursor.com
14		Counsel for Plaintiff
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CLRA Venue Declaration Pursuant to California Civil Code Section 1780(d) I, L. Timothy Fisher, declare as follows: 1. I am an attorney at law licensed to practice in the State of California and a member of the bar of this Court. I am a Partner at Bursor & Fisher, P.A., counsel of record for Plaintiff in this action. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify thereto under oath. 2. The Complaint filed in this action is filed in the proper place for trial under Civil Code Section 1780(d) in that a substantial portion of the events alleged in the Complaint occurred in the Northern District of California. I declare under the penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct and that this declaration was executed at Walnut Creek, California this 20th day of February, 2020. /s/ L. Timothy Fisher L. Timothy Fisher

September 19, 2019

Sent Via Certified Mail Return Receipt

US Department of Transportation
National Highway Traffic Safety Administration (NVS-210)
Office of Defect Investigations
1200 New Jersey Avenue Southeast
West Building
Washington, D.C. 20590

Re: PETITION FOR DEFECT INVESTIGATION - Toyota Hybrid Brake Failures Causing Crashes & Injury

Dear Administrator Owens and National Highway Traffic Safety Administration Staff,

My name is Roger Hogan, and I am the President of Claremont Toyota and Capistrano Toyota in Southern California. I write to report the existence of a dangerous safety defect in the brakes of certain Toyota hybrid vehicles, and hereby, in accordance with 49 U.S.C. 30162 and 49 C.F.R § 552.1, petition NHTSA to initiate a Defect Investigation into defective brake booster pump assemblies (with master cylinder) in 2010-2015 Prius, 2012-2014 Camry Hybrid, and 2013-2015 Avalon Hybrid vehicles. This brake defect is causing crashes that are injuring people – and Toyota is mishandling it.

The reliable operation of brake booster pump assemblies with the master cylinder ("brake booster pump assembly" or "brakes") is crucial to a vehicle's ability to stop itself. Toyota has issued at least two safety (or noncompliance) recalls on hybrid vehicles containing these defective brake components - DOH in 2013 (NHTSA ID 13V-235) and KOL in 2019 (NHTSA ID 19V-544).

Toyota has put innocent lives at risk by knowingly excluding hundreds of thousands of hybrids with defective brakes from past safety recall populations. I have written Toyota letters requesting answers about these dangerous decisions, but Toyota has refused to answer. The National Highway Traffic Safety Administration should immediately investigate this safety defect and prevent additional injuries and potential deaths.

TOYOTA EXCLUDED HYBRIDS WITH DEFECTIVE BRAKES FROM PAST SAFETY RECALLS (DOH & KOL)

The Prius, Camry Hybrid, and Avalon Hybrid vehicles Toyota covered *only* with post-failure, reactionary brake repairs (warranty enhancements ZJB & ZKK) are suffering the same dangerous consequences from brake booster pump assembly failures as those Toyota covered by their preventative safety recalls (DOH & KOL). By excluding hybrids with defective brakes from the DOH and KOL safety recalls, Toyota is leaving the owners to helplessly experience the life-threatening brake failure or malfunction *before* Toyota will provide the replacement brake components needed to make the vehicle safe.



The defect information report for Toyota's 2013 DOH safety recall states it was launched because a "crack" in brake booster pump assembly accumulator, made by *Advics Co, Ltd.*, causes a gas "leak." This gas leak causes "the brake pedal stroke to become longer, resulting in decreased hydraulic pressure" and "could affect stopping distance and increase the risk of a crash." DOH covered a limited population of only 82,000 2010 model year Prius vehicles. Toyota excluded many 2010 model year - and all 2011, 2012, 2013, 2014, or 2015 model year - Prius vehicles (including Prius Plug-In models) from the DOH safety recall population. The excluded Prius, including the 2010 model years, contain defective brake booster pump assemblies.

Then, on March 7, 2019, due to "reports about **certain** *internal malfunctions of the brake booster pump assemblies,*" Toyota announced phase II of their post-brake-failure repair program. Now, *after* the brakes in the 2010-2015 Prius excluded from safety recall D0H fail or malfunction, Toyota offers repair reimbursement. Reimbursement is not enough. A preventative safety recall must be done.

The story for defective brakes in Camry Hybrids and Avalon Hybrids is the same as the Prius. Toyota knows the brakes in these vehicles are failing or malfunctioning, but has unilaterally decided not to acknowledge the brake booster pump defect and launch a preventative safety recall.

On July 24, 2019, Toyota launched *noncompliance* recall KOL because, "there is a possibility the brake booster pump...may stop operating." Toyota states this could cause, "brake assist to be lost completely" and Vehicle Stability Control (ESC) to become "deactivated." KOL covers only a small population of 6,500 hybrid vehicles containing defective brake booster pumps *again manufactured by Advics Co, Ltd.* Even though they are experiencing the same dangerous consequences and noncompliance caused by brake booster pump defects, Toyota excluded 2012-2014 Camry Hybrids, 2013-2015 Avalon Hybrids, and 2010-2015 Priuses from the recall population.

On September 4, 2019, Toyota issued Technical Service Bulletin 0130-19 for 2012-2014 Camry Hybrids and 2013-2015 Avalon Hybrids. Toyota acknowledged that these hybrids are experiencing the same dangers and noncompliance as the hybrids covered by safety recalls DOH and KOL. The TSB states a "condition may be caused by a small internal brake *fluid leak in the brake booster assembly with master cylinder*" that will result in "diagnostic trouble codes (DTCs) C1391, C1252, C1256, or C1253" being stored. Notably, Toyota signaled DTC C1256 indicates an unreasonable risk to safety by listing it on page 2 of the Technical Instructions for the DOH safety recall.

In addition to the TSB, on September 11, 2019, Toyota launched another post-brake-failure repair program on these Camry Hybrid and Avalon Hybrid vehicles – warranty enhancement ZKK. In ZKK Toyota states, "reports have indicated *certain internal malfunctions of the Brake Booster Assembly*" in 2012-2014 Camry Hybrids and 2013-2015 Avalon hybrids. Toyota knows these hybrids are experiencing the same increased stopping distance, loss of hydraulic pressure in the brakes, deactivation of vehicle stability control, and deactivation of brake assist as the hybrids covered by their DOH and KOL safety recalls.

The law requires Toyota to prevent the life-threatening dangers of this brake defect **before** the failure occurs, not provide a part **after** the dangerous brake failure has already happened. Toyota's cost-cutting strategies are causing crashes and injuries.



CRASHES AND INJURIES CAUSED BY TOYOTA'S DEFECTIVE HYBRID BRAKES

Injuries and crashes caused by the brake defect explained in this letter have occurred and been reported to the National Highway Traffic Safety Administration. Toyota's decision to provide a reactionary, post-failure repair - instead of a *preventative* safety recall remedy - explains many of the crashes and injuries on NHTSA's safercar.gov website.

These stories include Toyota hybrid drivers that, when attempting to brake on the freeway, or when approaching stationary vehicles ahead, depress the brake pedal all the way to the floor, but get no response from the vehicle's brakes. No slowing down and no stopping. This is scary.

Only a small fraction of crashes that have occurred due to this brake defect are reported to NHTSA's safercar.gov website. The true volumes of injuries and crashes caused by this safety defect are undoubtedly much higher. Below is a list of relevant VOQs from safercar.gov. This list does not include all crashes and injuries citing the brake system that were reported to NHTSA. The "C" indicated a reported crash and "I" indicates a reported injury. There are 60 crashes listed below:

PRIUS SOME 2010s & ALL OTHER MODEL YEARS POST BRAKE FAILURE REPAIR ONLY (warranty enhancement ZJB)

- 2015: 10794873 (c), 10875685 (c), 10876015 (c), 10927047, 11231660, 11219354, 11014878
- 2014: 11151142 (c), 10680404 (c), 10627821 (c)(i), 11154835 (c)(ix3), 10983408 (c), 10704553 (c), 10734278 (c), 11173353 (c), 11064519 (c), 10971881
- 2013: 11186947(c), 10923921 (c), 10573591(c), 11243249 (c)(i), 10819439(c)(i), 10592400(c), 10919990(c), 10851950(c)(i), 10855586(c), 11240240, 11197067, 11193820, 11173721, 11156466
- 2012: 11144698 (c), 11235210, 10550179(c), 11253950, 11102264(c), 11044156(c), 11253725, 10616134(c), 10875625(c), 11231596, 10584723(c), 11207636, 10749388(c), 11014797(c), 11203834, 11203591, 11193354, 11182610, 11155778, 11130742, 11129946
- 2011: 11164336, 10498096(c), 11219901, 11154783 (c), 10598545(c), 11228248, 10547701 (c), 11110691 (c), 11164990, 11222966, 11207630, 11192342, 11184751, 11183661, 11183178, 11173804, 11173173, 11173044, 11162242, 11144888, 11139660, 11121916, 11088447, 11080403, 11061959, 10984549
- 2010: 11073636(c), 11034572(c)(i), 10870866(c)(ix2), 10929397(c), 11104163 (c)(ix4)

CAMRY POST BRAKE FAILURE REPAIR ONLY (warranty enhancement ZKK)

2014: 10681105 (c), 10883971 (c)

2013: 10971542 (c), 10664739(c)(i), 10807100 (c), 10794987 (c), 10605988(c), 11154818 (c)(i),

10606258, 10592072, 10967838

2012: 10626061(c), 10604544 (c)(i), 10569158 (c)(i), 11090508 (c)(i), 11057737 (c)(i),

10779877(c)(i), 10722560 (c)(i), 10692225 (c), 10560809 (c), 10523025 (c), 10502158 (c),

10616767 (c), 10641347,10611145, 10596979, 1051996, 11003054, 10597316,

10705883, 10875822, 10510996, 10564619

AVALON POST BRAKE FAILURE REPAIR ONLY (warranty enhancement ZKK)

2015: 11093611

2013: 10515182

DTC ANALYSIS - SAFETY RECALL DOH vs. POST FAILURE REPAIR PROGRAMS (ZJB & ZKK)

Documents confirm that when the brake booster pump assembly malfunctions in Prius Hybrid, Camry Hybrid, and Avalon Hybrid vehicles excluded from Toyota's DOH and KOL safety recalls, *the same* DTC codes that presented an unreasonable risk to safety and noncompliance under safety recalls DOH and KOL are being stored. The DTC codes being stored in the hybrid vehicles covered only by Toyota's post-failure repair programs include (but are not limited to) C1256, C1253, C1252, C1391, and U0293.

Tellingly, Toyota lists C1256 in <u>both</u> its Technical Instructions for the DOH safety recall repair and in its warranty enhancements. C1256 is stored because a "significant drop in accumulator pressure continues." This malfunction of the brake booster pump assembly is being stored at alarmingly high rates in hybrids excluded from Toyota's DOH and KOL safety recalls.

Below is a description of the other DTC codes listed on Toyota's brake-failure warranty enhancements:

- C1252 indicates the brake booster pump motor has been running for an "abnormally long" time.
- C1253 indicates a brake booster "Pump Motor Relay Malfunction" and Toyota lists the "Brake Booster with master cylinder" as a trouble area.
- C1391 is an "Accumulator Leak Malfunction" and Toyota documentation again lists the "Brake Booster with master cylinder (Brake Actuator) (Malfunctioning internal seal, low gas pressure in accumulator, etc.)" as a trouble area.



To close the circle, keeping in mind C1391 indicates a *gas leak* in the brake booster pump assembly of vehicles excluded from Toyota's D0H safety recall, Toyota's June 2013 D0H defect information report described the safety defect in the brake booster pump as follows: "...nitrogen *gas* could *leak* into the brake fluid and gradually cause the brake pedal stroke to become longer, resulting in deceased hydraulic pressure...this condition could affect stopping distance and increase the risk of a crash."

How could a gas leak in the accumulator be an unreasonable risk to safety for the 82,000 hybrid vehicles covered by safety recall DOH, but not for over 1,000,000 (one million) hybrid vehicles covered only by Toyota's post-brake-failure-repair programs? This is not right.

DTC analysis also demonstrates that FMVSS noncompliance, such as the deactivation of brake assist and vehicle stability control, occur when brake booster pump assemblies malfunction in the hybrid vehicles excluded from Toyota's DOH and KOL recalls. U0293, U0126, U0124, U0129, U0073, and U0123 are being stored during the brake failures in these hybrids. These DTC codes result in fail-safe operations that cause ABS/VSC control to be "inoperative" (U0293, U00073, U0123, U0124) and "depression of EPS assist (deterioration of steering assist)" (U0129, U0293). DTC code U0100 is also being stored and results in a condition in which the gas "engine is not used" and only the "electric motor operation is used."

When it comes to brake assist, Toyota's Electronic Brake System Fail-Safe Chart for these hybrids states that, "If a malfunction is detected in the brake booster with master cylinder (i.e. C1391, C1256, C1252)...control will be stopped" and continues to state that, "If brake control is stopped...<u>the pressure generated</u> in the master cylinder <u>by the driver</u>" provides braking force.

Toyota has long had knowledge of the unreasonable risks to safety and FMVSS noncompliance occurring in hybrids excluded from their safety recalls. Toyota gets real-time transmissions of DTCs and freeze frame data from hybrids with failed brakes through the Techstream tool at its franchise dealerships.

ADDITIONAL EVIDENCE

Enclosed are reports to assist in you with this urgent safety concern. The reports include;

- A compilation of Safercar.gov VOQs detailing crashes, injuries, and various dangerous scenarios caused by brake failures and/or malfunctions in Toyota Prius hybrid vehicles, Toyota Camry Hybrid vehicles, and Toyota Avalon Hybrid vehicles.
- For Claremont Toyota and Capistrano Toyota, a list of Prius vehicles which Toyota excluded from safety recalls D0H and K0L but suffered a brake booster pump failure (DTC codes included)
- For Claremont Toyota and Capistrano Toyota, the DTC histories for each VIN number included in the reports
- For Prius Hybrids, Camry Hybrids, and Avalon Hybrids, Toyota's DTC code definitions for C1391, C1256, C1253, C1252, U0293, and other DTC codes stored when the brake booster pump assembly malfunctions



- Toyota's limp-home mode ("fail-safe") mechanisms for DTC codes C1391, C1256, C1253, U0293, U0100 and others (indicating unreasonable risk to safety and/or FMVSS noncompliance) in Prius Hybrids, Camry Hybrids, and Avalon Hybrids
- Some of Toyota's historical documentation for defective brake booster pump assemblies: Page 2
 of safety recall D0H technical instructions with DTC codes, TSB 0024-19, TSB 0079-18, TSB 013019, Page 2 of ZJB warranty enhancement with DTC codes, Page 1-2 of ZKK warranty
 enhancement with DTC codes
- NHTSA VOQ #10923921's Bosch EDR information, EDR explanation, and Tucson City Court Judgement

CONCLUSION

NHTSA VOQ #10923921 was sent to your agency because a crash occurred as a result of a "catastrophic failure of the brake system" in a 2013 Toyota Prius. An Arizona court of law had initially tried to hold the driver of the 2013 Prius responsible for the crash, charging the driver "failed to control" the vehicle.

The Arizona court changed its mind after reviewing the Bosch Event Data Recorder (EDR) information. The "black box" clearly proved that the driver applied maximum pressure to the brake pedal prior to rear ending the vehicle ahead, but that the brakes of the Prius failed to respond. The court decided that, "car data appears to show that vehicle brakes malfunctioned/failed to properly engage when applied. This mitigating factor justified a finding of Not Responsible due to failure beyond defendants control."

NHTSA's Randy Reid responded to the 2013 Prius owner in a letter saying that the complaint "would be considered with other reports to identify...safety-related defect trends that require our attention," and that, "In order for the agency to initiate an investigation, we look carefully at the body of consumer complaints and other available data to determine whether a defect trend may exist".

NHTSA VOQ #11093611 details the story of an Avalon owner who experienced the dangers of depressing the brake pedal all the way to the floor, only to have the vehicle's brakes fail to respond. The complaint contains a DTC report for C1202. This DTC code pertains to a "Master Reservoir Level Malfunction." The reservoir mentioned is in the vehicle's brake booster pump assembly with master cylinder. A NHTSA letter dated October 19, 2018, and signed by Randy Reid, was sent back. It states, "At this time, there is insufficient evidence to warrant opening a safety defect investigation or to initiate a recall."

NHTSA VOQ #11104163 states, "the brakes on my 2010 Toyota failed on the freeway. I rear ended another vehicle and was injured myself." The owner also stated, "I believe more cars are impacted than what was originally stated" and provided an explanatory VIN range analysis. He urged NHTSA: "Please don't continue to let Toyota get away with this." NHTSA's L. Thomas responded to the VOQ in an email stating, "If a trend is suspected and a problem has a potential for causing a risk to safety,

the agency will open an investigation..."

This petition provides enough evidence ("original information") to the National Highway Traffic Safety Administration for the agency to "suspect a trend for a problem that has potential for causing a risk to safety." An investigation into the defective brake booster pump assemblies (with master cylinder) in 2010-2015 Toyota Prius, 2012-2014 Camry Hybrid, and 2013-2015 Avalon Hybrids should be launched. Innocent Lives are at risk.

Federal law requires that a defect causing an unreasonable risk to safety or noncompliance with Federal Motor Vehicle Safety Standards (such as FMVSS 126) be reported within 5 working days of discovery. Federal law also states that Toyota has three options when presented with of a defect that causes an unreasonable risk to safety or an FMVSS noncompliance: a preventative safety repair; replacing the vehicle with a comparable one; or refunding the price of the vehicle less depreciation. Toyota has not taken any of these required actions. Instead, Toyota continues to allow the unsuspecting public to experience life-threatening brake failures. Toyota has violated of the National Traffic and Motor Vehicle Safety Act of 1966.

Pursuant to 49 U.S.C. § 30162(d), I formally request NHTSA respond to this petition within 120 days, if not soon due to the number of crashes and injuries cause by this brake defect.

Thank you for your consideration of this urgent safety matter.

Sincerely,

Roger Hogan

Claremont Toyota, President Capistrano Toyota, President 949-493-4100 ex. 180

BURSOR FISHER

1990 N. CALIFORNIA BLVD. SUITE 940 WALNUT CREEK, CA 94596 www.bursor.com L. TIMOTHY FISHER
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February 5, 2020

Via Certified Mail - Return Receipt Requested

Toyota Motor Sales USA, Inc. 6565 Headquarters Dr APT W1 Plano, TX, 75024-5965

Toyota Motor Corporation 1- Toyota-Cho, Toyota City Aichi Prefecture, 471-8571, Japan (via Federal Express)

Re: Demand Letter Pursuant to California Civil Code § 1782 and Violation of U.C.C. § 2-314

To Whom It May Concern:

This letter serves as a preliminary notice and demand for corrective action by Toyota Motor Sales USA, Inc., and Toyota Motor Corporation ("You," "Toyota," or "Defendants") pursuant to numerous provisions of California law, including the Consumers Legal Remedies Act, Civil Code § 1770, including but not limited to subsections (a)(5) and (7) on behalf of our client, Mariano Alaniz, and a putative nationwide class and California subclass. This letter also serves as notice pursuant to U.C.C. § 2-607(3)(A) – as well as under California warranty law – concerning the breaches of warranty described herein. This letter also serves as notice pursuant to any applicable California consumer statutes that Plaintiff may assert in his complaint.

You have participated in the design, manufacture, marketing and sale of Toyota 2010-2015 Prius and Prius PHV, 2012-2015 Prius V, 2012-2014 Camry Hybrid, and 2013-2015 Avalon Hybrid vehicles (collectively, the "Class Vehicles"). The Class Vehicles are marketed a as safe for use. However, you fail to disclose that the defective braking systems in the Class Vehicles, including but not limited to their defective brake booster pump assemblies, pose a serious safety risk to consumer and the public. The braking systems in the Class Vehicles have the potential to malfunction, resulting in the inability to stop under normal driving conditions. Because of this defect, the Class Vehicles are unfit for use as automobiles.

Our client, Mariano Alaniz, purchased a 2014 Toyota Prius automobile based on the understanding that it would be safe for normal use as an automobile in that it would be able to brake under normal driving conditions. Had he known the truth about the Toyota Pruis's defective braking system, he would not have purchased the automobile, or would not have done so on the same terms. Mr. Alaniz is acting on behalf of himself as well as a class defined as all

persons in the United States who leased or purchased a Class Vehicle in the United States. Mr. Alaniz is also acting on behalf of a subclass of persons who leased or purchased a Class Vehicle in the state of California.

To cure these defects, we demand that you institute a recall and repair all Class Vehicles and that you make full restitution to all purchasers of all money obtained from sales thereof.

We further demand that you preserve all documents and other evidence which refer or relate to any of the above-described practices including, but not limited to, the following:

- 1. All documents concerning the design, development, and/or testing of the Class Vehicles, including their braking systems;
- 2. All documents concerning the advertisement, marketing, or sale of the Class Vehicles;
- 4. All documents concerning communications with purchasers of the Class Vehicles, including but not limited to customer complaints or service bulletins; and
- 5. All documents concerning your total revenue derived from sales of the Class Vehicles in California, New York, Pennsylvania, and the United States.

If you contend that any statement in this letter is inaccurate in any respect, please provide us with your contentions and supporting documents immediately upon receipt of this letter.

This letter also serves as a thirty (30) day notice and demand under California Civil Code § 1782 for damages. Accordingly, should you fail to rectify the situation on a class-wide basis within 30 days of receipt of this letter, we will seek actual damages, plus punitive damages, interest, attorneys' fees and costs.

Please contact me right away if you wish to discuss an appropriate way to remedy this matter. If I do not hear from you promptly, I will take that as an indication that you are not interested in doing so.

Very truly yours,

L. Timothy Fisher